



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 960-2010**

**PROVISION OF REFRIGERATION SERVICES - VARIOUS LOCATIONS**

## TABLE OF CONTENTS

### PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	3

### PART B - BIDDING PROCEDURES

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

### PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	2
D4. Contract Administrator	2
D5. Contractor's Supervisor	2
D6. Notices	2

#### Submissions

D7. Authority to Carry on Business	2
D8. Insurance	3
D9. Security Clearance	3

#### Control of Work

D10. Commencement	3
D11. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	4
D12. Safety	4
D13. Employee Behaviour and Supervision	4
D14. Inspection	4
D15. Security of Facility	5
D16. Employee Behaviour and Supervision	5
D17. Orders	5
D18. Records	5
D19. Locations	5

#### Measurement and Payment

D20. Invoices	6
D21. Payment	6

#### Warranty

D22. Warranty	6
---------------	---

## **PART E - SPECIFICATIONS**

### **General**

E1. Applicable Specifications and Drawings	1
E2. Services	1
E3. Work	1
E4. Emergency Response	1
E5. Overtime	2
E6. Reports	2

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF REFRIGERATION SERVICES - VARIOUS LOCATIONS

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, January 20, 2011.

B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. SITE INVESTIGATION**

B3.1 Further to C3.1, 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.

B3.3 The Bidder 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 Bid or the performance of the Work.

### **B4. ENQUIRIES**

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

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

B4.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

## **B5. 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 Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

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 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.

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 may 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.
- B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.5, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B14.1(a).

## **B7. BID SUBMISSION**

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B7.4 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B14.1(a).
- B7.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.7 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B7.7.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.8 If the Bid is submitted by facsimile transmission, it shall be submitted to (204) 949-1178
- B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

## **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 (2) 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 should be printed below such signatures.
- B8.5 If a Bid is submitted jointly by two (2) or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

## **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 C11.1.1, 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.
- B9.1.2 Further to B9.1.1, prices shall include all profit and compensation which shall be due to the Contractor and the Contractor shall ***not charge*** any extra charges such as travel time to the Site where the Work is to be performed, delivery, service or technician charges.
- 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.

B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

**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; 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.

B10.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) the work shall be performed only by the holders of current certificates of proficiency, issued pursuant to The Apprenticeship and Trades Qualification Act, R.S.M. 1987, c. A110, for the applicable trades. A minimum of one qualified journeyman for each particular trade shall be present while work of that trade is performed. Only the best of workmanship as executed by tradesmen skilled in their trade shall be acceptable. All materials supplied by the Contractor shall be new and of the best quality conforming to this Specification. Material which, in the opinion of the Contract Administrator, is defective or otherwise unsatisfactory shall not be incorporated into the Work, but shall be replaced by, and at the expense of, the Contractor.

B10.4 Further to B10.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment 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>)

B10.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B10.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

### **B11. OPENING OF BIDS AND RELEASE OF INFORMATION**

B11.1 Bids will not be opened publicly.

B11.2 Following the Submission Deadline, the names of the Bidders and their total bid prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

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 Division website at <http://www.winnipeg.ca/matmgt>

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

### **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 C22.5, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

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 will:

- (a) retain the Bid until after the Submission Deadline has elapsed;
- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in 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, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9.4 (pass/fail);
- (c) Total Bid Price 100%;
- (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 is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

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 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.

B14.4.2 Further to B14.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

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 in accordance with B14.

B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.

- B15.4 Notwithstanding C4.1, 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 C1.1 (n) (ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist the provision of refrigeration services for regular maintenance, emergency service / start-up and shutdown of ice plants for the period from March 1, 2011 until February 29, 2012, with the option of four (4) mutually agreed upon one (1 ) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on March 1<sup>st</sup> of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

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

- (a) start up of refrigeration plant in preparation for arena opening including throttle up of plant till operating temperatures are achieved;
- (b) completion of the start up condition report including numeric values of all safety controls, shall be forwarded to the contract administrator as shown in D4.1 as well as a copy left on site for Department of Labour within thirty (30) Calendar Days of completion;
- (c) performing all necessary checks and insuring all equipment is functioning correctly including de-humidification equipment (if applicable) and dampers and exhaust fans;
- (d) where possible, shutdown of the auxiliary compressor to reduce utility and demand billing, performing all the necessary work to isolate the unit for the duration of the peak billing months;
- (e) shutdown of the refrigeration plant(s) after conclusion of the operating season;
- (f) completion of the shutdown condition report, isolating each compressor, pump down of liquid refrigerant, etc. The condition report shall identify the Contractor's recommendation for required maintenance and repair for the plant(s) and shall be given to the Contract Administrator within thirty (30) Calendar Days from plant shutdown;
- (g) all waist oil and rags are to be cleaned up and disposed of in a proper manner off site;
- (h) the Contractor shall ensure that the guarded status controls are to be maintained and calibrated as required in accordance with current Department of Labour regulations and all safety codes;
- (i) the Contractor shall inform the Contractor Administrator if there are changes to the Department of Labour regulations or other changes in safety codes that will affect the work of this contract;
- (j) perform monthly visual inspections of the chiller and drain oil pots if necessary.

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

D2.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.3.2 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

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) "**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:

John Atkinson  
Superintendent of Building Services  
4<sup>th</sup> Floor – 185 King Street  
Winnipeg, MB R3B 1J1

Telephone No.: (204) 470-7845

Facsimile No.: (204) 986-7311

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. CONTRACTOR'S SUPERVISOR**

D5.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.

D5.2 Before commencement of Work, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

### **D6. NOTICES**

D6.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg  
Chief Financial Officer

Facsimile No.: (204) 949-1174

### **SUBMISSIONS**

#### **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. 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) 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 required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work;

D8.2 Deductibles shall be borne by the Contractor.

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

D8.4 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.

D8.5 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.

## **D9. SECURITY CLEARANCE**

D9.1 Each individual proposed to perform the following portions of the Work:

- (a) any Work on private property;
- (b) any Work within City facilities other than:
  - (i) an underground structure such as a manhole;
  - (ii) in areas and at times normally open to the public;
- (c) communicating with residents and homeowners in person or by telephone;
- (d) shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence.

## **CONTROL OF WORK**

### **D10. COMMENCEMENT**

D10.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.

D10.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
  - (i) evidence of authority to carry on business specified in D7;
  - (ii) evidence of the workers compensation coverage specified in C6.14;
  - (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. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

D11.1 Further to C6.23, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

**D12. SAFETY**

D12.1 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.

D12.2 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.

D12.3 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.

**D13. EMPLOYEE BEHAVIOUR AND SUPERVISION**

D13.1 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 without 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.

**D14. INSPECTION**

D14.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.

D14.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

**D15. SECURITY OF FACILITY**

D15.1 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.

**D16. EMPLOYEE BEHAVIOUR AND SUPERVISION**

D16.1 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 without 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.

**D17. ORDERS**

D17.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

**D18. RECORDS**

D18.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D18.2 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.

D18.3 The Contractor shall provide the Contract Administrator with a copy of the usage records for each year within thirty (30) Calendar Days of the end of year one (1) and within thirty (30) Calendar Days at the end of any Contract extension period should the Contract be extended.

**D19. LOCATIONS**

D19.1 The Work shall be performed on an "as-required" basis during the term of the Contract at various Sites within the City of Winnipeg.

D19.1.1 Work shall commence within three (3) Working Days of the placing of an order, except where otherwise agreed at the time of ordering.

D19.1.2 Work shall be completed within two (2) Working Days of commencement, except where otherwise agreed at the time of ordering.

D19.1.3 The Contractor shall promptly report any delay or change to an agreed commencement or completion date to the User.

D19.2 Work shall be performed between 8:30 a.m. and 4:30 p.m. on Business Days.

D19.3 Table A of these Specifications, lists the intended Sites, and is provided for the convenience of the Bidder only. The City reserves the right to add or delete Sites, within the boundaries of the City, or alter the type or quantity of Work to be performed at any Site as required by changes in its operations during the term of the Contract.

## MEASUREMENT AND PAYMENT

### D20. INVOICES

D20.1 Further to C11, the Contractor shall submit an invoice for each order delivered to:

The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9

Facsimile No.: (204) 949-0864

Email: [CityWpgAP@winnipeg.ca](mailto:CityWpgAP@winnipeg.ca)

D20.2 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 goods delivered;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

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

D20.4 Bids Submissions must be submitted to the address in B7.7.

### D21. PAYMENT

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

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

## WARRANTY

### D22. WARRANTY

D22.1 Warranty is as stated in C12.

**Table A:**

Charles A Barbour Arena  
500 Nathaniel Ave

Sargent Park Arena  
1111 Wall Street

Century Arena  
1377 Clarence Avenue

Civic Centre Arena  
2055 Ness Avenue

Billy Mosienko Arena  
709 Keewatin Street

Terry Sawchuk Arena  
901 Kimberly Avenue

River East Arena  
1410 Rothesay Street

St. Vital Arena  
580 St. Anne's Road

Sam Southern Arena  
625 Osborne Street

Vimy Arena  
255 Hamilton Ave.

Eric Coy Arena  
535 Oakdale Drive

Pioneer Arena  
799 Logan Avenue

Old Exhibition Arena  
90 Sinclair St

Roland Michener Arena  
1121 Wabasha Street

Bertrand Arena  
294 Bertrand Street

Maginot Arena.  
910 Maginot Street

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS AND DRAWINGS**

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

#### **E2. SERVICES**

- E2.1 The Contractor shall provide refrigeration services for regular maintenance, emergency service / start-up and shutdown of ice plants in accordance with the requirements hereinafter specified.
- E2.2 Any material or components not herein specifically mentioned or included, but may be required and complete, and place the equipment in successful operation, shall be furnished by the Contractor as though specifically mentioned in this Bid Opportunity document. The Contractor shall supply the equipment and all components and all features which are normally considered to be standard on that equipment, unless specifically excluded.

#### **E3. WORK**

- E3.1 Where a replacement of refrigeration/mechanical components is necessary and costs are in excess of five thousand (\$5,000.00) dollars, the contractor must contact the Contract Administrator or his designate for approval before proceeding.
- E3.2 Where a component or system is not immediately vital to the operation, a written cost estimate may be requested by the Contract Administrator.
  - E3.2.1 The City retains the right to request prices for substantial repairs from other contractors based on the information supplied by the Contractor.
- E3.3 For energy conservation arenas with two (2) or more compressors, will shut down one (1) compressor for the period of November 15 – February 15.
- E3.4 The Contractor shall perform work in as continuous manner as practicable, except as otherwise authorized by the Contract Administrator.
- E3.5 The decision of the Planning, Property and Development Department in respect to the quality of the workmanship in the Contract works shall be final, nevertheless this provision shall not relieve the Contractor from the necessity of fulfilling all terms and provisions of the specifications.

#### **E4. EMERGENCY RESPONSE**

- E4.1 The average emergency repair is one – two (1 to 2) hours it is the responsibility of the contractor to provide emergency service/repairs within this average. If this average is to be exceeded, the Contractor must contact the foreman or superintendent and provide an explanation, with an approximation of hours, to complete repairs before proceeding.
- E4.2 Emergency repairs for all components of the ice plants, twenty-four (24) hours/ seven (7) days per week, approximate dates of September 1 to April 30.
- E4.3 Response time for emergency/call out shall be within one (1) hour of notification.
- E4.4 The contractor must be capable of responding to up to three (3) emergency callouts at one time, twenty-four (24) hours a day.

- E4.5 Emergency repairs shall include but are not limited to any Ammonia / Freon leak, breakdown or malfunction of a refrigeration component that may jeopardise the safety to the public, staff or property or cause the loss of ice.
- E4.6 The Contractor must demonstrate that he/she stocks sufficient parts locally to accommodate most emergency breakdowns.
- E4.7 Unavailable parts shall be available to service the equipment within twenty-four (24) hours of notification of breakdown at the expense of the Contractor.

## **E5. OVERTIME**

- E5.1 Overtime (evening and weekend) rates for repair work will not be allowed where the work is performed at these times:
  - (a) for the Contractor's convenience; or
  - (b) as the result of the Contractor's delay in responding to a call-out.

## **E6. REPORTS**

- E6.1 The reports listed and included as samples of required documents, that are to be given to the Contract Administrator within thirty (30) Calendar days after the work is completed:
  - (a) Shutdown Report;
  - (b) Start Up Report.

## SHUTDOWN REPORT

### ARENA

---

1. <b><u>Brine System</u></b>	_____	2. <b><u>Under Floor Heating (if required)</u></b>	_____
Check oil level	_____	Check PH level	_____
Check freeze point	_____	Check freeze point	_____
Expansion tank level	_____	Expansion tank level	_____
Check shut-off valves	_____	Check shut-off valves	_____
Condition of gauge	_____	Condition of gauge	_____
Condition of thermometers	_____	Condition of thermometers	_____
Condition of headers	_____	Condition of headers	_____
Specific gravity	_____		
Chromate p.p.m.	_____		
3. <b><u>Chiller and Receiver</u></b>	_____	4. <b><u>Condenser</u></b>	_____
Check for refrigerant leaks	_____	Fan belt condition	_____
Refrigerant level	_____	Fan motor operation	_____
Liquid line drier	_____	Water pump operation	_____
Liquid sight glass	_____	Water pressure gauge	_____
Chiller insulation	_____	Water spray nozzles	_____
Drain oil from chiller	_____	Condenser fan wheels	_____
Operation of H.P. float	_____	Water tanks	_____
Operation of float sol. valve	_____	Condition of water reg.	_____
5. <b><u>Electrical</u></b>	_____	6. <b><u>General</u></b>	_____
Condition of contractors	_____	Pump down complete	_____
Condition of terminals	_____		_____
Indicator bulbs	_____		_____
Spare fuses	_____		_____
Operation of condition panel	_____		_____
Fuse puller	_____		_____

7. Compressors	No. 1	No.2	No.3	No.4
Compressor Oil level				
Oil condition				
Oil pressure gauge				
Suction pressure gauge				
Discharge pressure gauge				
Discharge temp. thermometer				
Check crankcase heater				
Condition of drive belts				
Tension drive belts				
Record Hourmeter readings				

**COMMENTS ON ALL OF THE ABOVE:**

---



---



---



---

Company Name	Name (Signed)
Date (mm/dd/yy)	Name (Print)

### START UP REPORT

**ARENA** \_\_\_\_\_

	<b>Brine system</b>	<b>Underfloor Heat</b>	<b>Heat Reclaim</b>
Expansion Tank Level			
Circ Pump Level			
Circ Pump Shaft Seal			
Circ Pump Coupling			
Pump Noise or Vibration			
Pump Amperage Rating			
Pump Amperage Reading			

**Chiller and Reclaimer**

Check for leaks \_\_\_\_\_  
 Refrigerant Level \_\_\_\_\_  
 Expansion Device \_\_\_\_\_  
 Liquid Drier \_\_\_\_\_  
 Liquid Sight Glass \_\_\_\_\_  
 Vessel Relief Valves \_\_\_\_\_  
 Condition of headers \_\_\_\_\_  
 Oil Drained \_\_\_\_\_ Quantity \_\_\_\_\_

**Condenser**

Purge condenser \_\_\_\_\_  
 Fan Motor Operation \_\_\_\_\_  
 Fan Belt Condition \_\_\_\_\_  
 Condenser Air Intakes \_\_\_\_\_  
 Spray Nozzle Condition \_\_\_\_\_  
 Water Flow at Sprays \_\_\_\_\_  
 Flush Out Water Tank \_\_\_\_\_  
 Clean Water Strainer \_\_\_\_\_  
 Water Pump Seal \_\_\_\_\_  
 Water Pump Pressure \_\_\_\_\_  
 Water Bleed Line \_\_\_\_\_  
 Water Tank Float Valve \_\_\_\_\_  
 Condenser Leaks \_\_\_\_\_  
 Condenser Eliminators \_\_\_\_\_

**General**

Piping, Vibrations, Hangers \_\_\_\_\_  
 Refrigerant Leaks \_\_\_\_\_  
 Grease all Motor Bearings \_\_\_\_\_  
 Fuses on Hand \_\_\_\_\_  
 Log Books on Hand \_\_\_\_\_  
 Oil on Hand \_\_\_\_\_ Type \_\_\_\_\_  
 Exhaust Fan Operation \_\_\_\_\_

<b>Compressors</b>	<b>No. 1</b>	<b>No. 2</b>	<b>No. 3</b>	<b>No. 4</b>
Oil Changed				
Check Shaft Seal				
Drive Belt Tension				
Drive Belt Alignment				
Direct Drive Alignment				
Oil Separator Float				
Crankcase Heater				
Water Jacket Temperature				
Water Jacket Flow				
Water Jacket Solenoid				
Discharge Temperature				
Suction Pressure				
Discharge pressure				
Coil Pressure				

Water Treatment

System Voltage \_\_\_\_\_

Control \_\_\_\_\_

	RATED	ACTUAL
Compressor 1		
Compressor 2		
Compressor 3		
Compressor 4		
Brine Pump		
Condenser Pump		
Condenser Fan 1		
Condenser Fan 2		
Condenser Fan 3		
Condenser Fan 4		
Condenser Fan 5		
Under Floor Pump		
Heat Reclaim Pump		
Water Jacket Pump		

Compressor Hours: No.1 \_\_\_\_\_ No. 2 \_\_\_\_\_ No. 3. \_\_\_\_\_ No. 4 \_\_\_\_\_

H.P. Cutouts \_\_\_\_\_ Fan 1: In \_\_\_\_\_ Out \_\_\_\_\_ Fan: 2 In \_\_\_\_\_ Out \_\_\_\_\_

L.P. Cutouts \_\_\_\_\_ Pump 1: In \_\_\_\_\_ Out \_\_\_\_\_ Pump 2: In \_\_\_\_\_ Out \_\_\_\_\_

Oil Fail Controls \_\_\_\_\_ Operating & Safety Temp. Controls \_\_\_\_\_

Comments: \_\_\_\_\_

Company Name	Name (Signed)
Date (mm/dd/yy)	Name (Print)

**ARENA** \_\_\_\_\_

**COMPRESSOR – MAINTENANCE OVERHAUL**  
 MYCOM Model N8A  
 Parts

<b>Unit No.</b>	<b>Part No.</b>	<b>Description</b>	<b>Quantity</b>
1.	RP2-34-A	Gasket, Top Head	4
2.	RP2-37-A	Gasket, Name Plate	4
3.	RP2-40	Gasket, Water Jacket Flange	8
4.	RP3-1-A	Gasket, Hand Hole Cover	2
5.	RP3-8-A	Gasket , Oil Strainer Cover	1
6.	RP1-38-A	Gasket. Cuno Filter	1
7.	RP1-30-A	"D" Ring, Oil Pump	1
8.	RP1-35-A	Gasket, Oil Pump	1
9.	RP4-3-A	Gasket, Oil Cooler Coil Shell End	1
10.	RP4-5	Gasket, Oil Cooler Coil	1
11.	RP3-28-A	Gasket, Suction Strainer Cover	1
12.	RP3-28-8A	Gasket, Suction Strainer & Un-loader	1
13.	RP2-20-A	Valves Rings Suction	8
14.	RP2-21-A	Springs, Suction Valve	48
15.	RP2-27-A	Valve Rings Discharge E	8
16.	RP2-28-A1	Springs Discharge Valve	56
17.	RP2-13-A	Gasket, Cylinder Sleeve	4
18.	RP3-20-A	Gasket, Un-loader Cover	2

**OIL**

<b>Unit No.</b>	<b>Type</b>	<b>Unit</b>	<b>Quantity</b>
1.	Compressor Refrigeration	20 Litre Pail	1

## **COMPRESSOR – SERVICE OVERHAUL**

MYCOM Model N8A

### **Service – Minor Overhaul**

- Replace all suction valves and springs;
- Replace all discharge valves and springs;
- Check the condition of the valve seats;
- Remove four (4) pistons and check wear limits of the piston rings;
- Check con rod wear limits;
- Check the condition of the cylinder sleeves;
- Check the un-loader mechanism;
- Inspect the suction strainer screens;
- Inspect the oil pump assembly;
- Inspect the cuno filter assembly;
- Inspect the oil cooler coil assembly;
- Inspect the condition of the water jackets.