



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 616-2016

INSPECTION OF LIFTS, HOISTS AND OVERHEAD CRANES

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 INSPECTION OF LIFTS, HOISTS AND OVERHEAD CRANES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is **12:00 noon** Winnipeg time, November 21 2016.

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

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

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Proponent may make an appointment to view any Site by contacting the location designate for that Site as indicated in D5.

B3.1.1 Requests to make an appointment to view any Site shall be made not later than five (5) Business Days prior to the submission deadline identified in B2.

B3.1.2 Site investigations shall take place by appointment only, and shall take place not later than three (3) Business Days prior to the submission deadline identified in B2.

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

B3.3 The Proponent is responsible for determining:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the nature of the surface and subsurface conditions at the Site;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect his/her Proposal or the performance of the Work.

B4. ENQUIRIES

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

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

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

- B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.
- B4.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.
- B4.6 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.
- B4.6.1 Notwithstanding B4.6, Proponents shall be allowed to contact persons identified as Location Designates in D5 to allow for the provision of Site Investigations which are allowed under B3.
- B4.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. CONFIDENTIALITY

- B5.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
 - (b) becomes publicly known other than through the Proponent; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B6.2.2 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.3 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.

- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The Proponent shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an "approved equal", any Proponent may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an "approved alternative", any Proponent bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B21.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. PROPOSAL SUBMISSION

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices;
- B8.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subcontractors (Section C) in accordance with B11;

- (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B12; and
 - (c) Project Schedule (Section E) in accordance with B13.
- B8.3 Further to B8.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B8.4 Further to B8.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B8.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and six (6) copies (copies can be in any size format) for sections identified in B8.1 and B8.2.
- B8.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B8.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).
- B8.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B8.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.10 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B8.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.
- B9. PROPOSAL**
- B9.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

- B9.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B9.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B9.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B10. PRICES

- B10.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.1.1 Notwithstanding C11.1.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. EXPERIENCE OF PROPONENT (SECTION C)

- B11.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent in providing inspection of lifts, hoists and overhead cranes on up to three projects of similar complexity, scope and value.
- B11.2 For each project listed in B11.1(a), the Proponent should submit:
- (a) description of the project; and
 - (b) reference information (two current names with telephone numbers per project).
- B11.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent.

B12. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

B12.1 Describe your approach to overall team formation and coordination of team members.

B12.1.1 Include an organizational chart for the Project.

B12.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the Contractors Representative, and Contractor's staff members who will be performing the Work. Include educational background degrees, professional recognition, job title, years of experience in current position, years of experience in the inspection of lifts, hoists and overhead cranes, and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B12.1.1.

B12.2.1 Further to B12.2, the Contractor shall be fully qualified, having a minimum of three (3) years experience with the necessary personnel and equipment to carry out the Work described herein. The Contractor shall have a minimum of two (2) staff members who are trained and experienced in the inspection, maintenance and repair of hoist and overhead cranes.

B12.2.2 The Work that is to be performed requires thorough knowledge of, and experience with the inspection, maintenance and repair of hoist and overhead cranes. Contractors and any Contractor's staff members performing the Work shall satisfy all requirements described herein.

(a) Preference may be given to Contractors who have staff members who are ALI Certified in the provision of ANSI/ALI ALCTV-2011.

(b) Equivalent certification and/or experience may be considered.

B12.3 For each person identified in B12.2, list at least two comparable projects in which they have played a primary role:

(a) Description of project; and

(b) Role of the person.

B13. PROJECT SCHEDULE (SECTION E)

B13.1 A Completion of Work section is defined in E3. Proponent's submission should include information on how this will be achieved.

B14. DISCLOSURE

B14.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B14.2 The Persons are:

(a) N/A

B15. QUALIFICATION

B15.1 The Proponent shall:

(a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and

(b) be financially capable of carrying out the terms of the Contract; and

- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B15.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B15.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - .
- B15.4 Further to B15.3(c), the Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Proponent/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (c) 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/>).
- B15.5 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.
- B15.6 The Proponent shall submit within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the employees of the Proponent who will be performing the Work.
- (a) The Proponent shall also guarantee that anyone performing the Work will adhere to the inspection procedures and shall also meet the requirements of M.R. 217/2006, Part 23 related to Cranes and Hoists.
- B15.7 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B16.1 Proposals will not be opened publicly.

- B16.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B16.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.
- B16.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B17. IRREVOCABLE OFFER

- B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B18. WITHDRAWAL OF OFFERS

- B18.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B18.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B18.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
 - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
 - (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.
- B18.2 A Proponent who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B17.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B19. INTERVIEWS

- B19.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B20. NEGOTIATIONS

- B20.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B20.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B20.3 If, in the course of negotiations pursuant to B20.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B21. EVALUATION OF PROPOSALS

- B21.1 Award of the Contract shall be based on the following evaluation criteria:
- | | |
|--|-------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B15: | (pass/fail) |
| (c) Total Bid Price; | 60% |
| (d) Experience of Proponent (Section C); | 15% |
| (e) Experience of Key Personnel Assigned to the Project (Section D); | 20% |
| (f) Project Schedule (Section E); | 5% |
- B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in his/her Proposal or in other information required to be submitted, that he/she is responsible and qualified.
- B21.4 Further to B21.1(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.
- B21.4.1 Further to B21.1(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.
- B21.5 Further to B21.1(d), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested.
- B21.6 Further to B21.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel on Projects of comparable size and complexity.
- B21.7 Further to B21.1(f), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.

- B21.8 Notwithstanding B21.1(d) to B21.1(f), where Proponents fail to provide a response to B8.2(a) to B8.2(c), the score of zero may be assigned to the incomplete part of the response.
- B21.9 This Contract will be awarded as a whole.
- B21.10 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B22. AWARD OF CONTRACT

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B22.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B22.3.1 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B22.4 Notwithstanding C4 and Paragraph 6 of Form A; Proposal, the City may issue a purchase order to the successful Proponent in lieu of the execution of a Contract.
- B22.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.1.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF SERVICES

D2.1 The Work to be done under the Contract shall consist annual or semi-annual inspection of lifts, hoists and cranes on an "as required" basis for the period from date of award until March 31, 2018, with the option of four (4) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on April 1st 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 Work shall be done on an "as required" 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 C7.2, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.3 The City reserves the right to add or delete inspections for equipment as required.

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) "**CL-B**" means the type is Class B;
- (b) "**CL-C**" means the type is Class C;
- (c) "**Location Designate**" means the point of contact for each location that the Contractor shall use when arranging Site Investigations if required;
- (d) "**Proponent**" means any person or Persons submitting a Proposal for Services; and
- (e) "**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:

Diane Westra-Hanaback
Contracts Officer

Telephone No. 204 986-2293

Email Address: dwestra-hanaback@winnipeg.ca

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

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

D5. LOCATION DESIGNATES

D5.1 Should the Proponent require Site Investigation(s) as provided in B3 the following location designates may be contacted:

- (a) Fleet Management Agency – 1539 Waverley Street
Name: Ron Kryger
Email: rkryger@winnipeg.ca
- (b) Fleet Management Agency – 195 Tecumseh
Name: Jason Stevenson
Email: jstevenson@winnipeg.ca
- (c) Fleet Management Agency – 215 Tecumseh
Name: Aaron Lennon
Email: alennon@winnipeg.ca
- (d) Fleet Management Agency – 2170 Main Street
Name: Jason Stevenson
Email: jstevenson@winnipeg.ca
- (e) Fleet Management Agency – 960 Thomas Avenue
Name: Dieter Schaefer
Email: dschaefer@winnipeg.ca
- (f) Winnipeg Fire & Paramedic Services – 2546 McPhillips Street
Name: Rick Shumila
Email: rshumila@winnipeg.ca
- (g) Winnipeg Police Services – 245 Smith Street
Name: Lee Trakalo
Email: ltrakalo@winnipeg.ca
- (h) Water and Waste – various locations
Name: Water & Waste Department – Collection Acting Supervisor
Email: WWD-CAS@winnipeg.ca

D6. CONTRACTOR'S SUPERVISOR

D6.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.

D6.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D6.2.1 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.

D7. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D7.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D7.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D7.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D7.4 A Contractor who violates any provision of D7 may be determined to be in breach of Contract.

D8. NOTICES

D8.1 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

D8.2 **Bid Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B8.**

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

D9.1 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.

D10. INSURANCE

D10.1 The Contractor shall provide and maintain the following insurance coverage:

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

D10.2 Deductibles shall be borne by the Contractor.

D10.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site.

D10.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D10.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

CONTROL OF WORK

D11. COMMENCEMENT

- D11.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D11.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D9;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the insurance specified in D10: and
 - (iv) evidence of the security clearances specified in B15.3(d).
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D11.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the notice of award.

D12. EMPLOYEE BEHAVIOUR AND SUPERVISION

- D12.1 The Contractor shall provide adequate supervision of its employees and shall ensure that all such employees conduct themselves in a manner appropriate to people and shall without limitation ensure that employees:
- (a) behave in a courteous and polite manner (no profanity or excess noise) to City staff and other personnel;
 - (b) do not smoke within a City facility;
 - (c) obey all posted safety rules;
 - (d) leave all furnishings, equipment etc. moved during the inspection and testing, in an "as found" condition at the completion of the Work;
 - (e) use their own radio(s) or telephones or cellular telephones necessary for on site communication; and
 - (f) when employees are in the facility, that it is kept secure from entry by unauthorized persons.
- D12.2 The Contractor and his employees are prohibited from entering the premises of any location other than to perform the Work of this contract unless accompanied by plant staff. The Contractor or his personnel will not be allowed to operate equipment other than described in this contract. No one other than the Contractor and his driver or helper shall be allowed on the City of Winnipeg owned property.

D13. ORDERS

- D13.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D14. RECORDS

- D14.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D14.2 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.

D14.3 The Contractor shall provide the Contract Administrator with a copy of the records in Excel format for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

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

D15.1 Further to B15.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B15.4.

MEASUREMENT AND PAYMENT

D16. INVOICES

D16.1 Further to C11, the Contractor shall submit an invoice for each portion of Work performed to:

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

Facsimile No.: 204 949-0864
Email: CityWpgAP@winnipeg.ca

D16.2 Invoices must clearly indicate, as a minimum:

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

D16.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D16.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B8.**

D17. PAYMENT

D17.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D17.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D18. WARRANTY

D18.1 Notwithstanding C12, Warranty does not apply to this Contract.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7.

E2. SERVICES

- E2.1 The Contractor shall provide hoist, crane and lift inspections and supply reports on same in accordance with the requirements hereinafter specified.
 - E2.1.1 Item Nos. 1 – 6 shall be inspected on a semi-annual basis at the Fleet Management Agency facility located at 1539 Waverley Street.
 - E2.1.2 Item Nos. 7 - 13 shall be inspected on a semi-annual basis at the Fleet Management Agency facility located at 195 Tecumseh Street.
 - E2.1.3 Item Nos. 14 - 16 shall be inspected on a semi-annual basis at the Fleet Management Agency facility located at 215 Tecumseh Street.
 - E2.1.4 Item Nos. 17 - 18 shall be inspected on a semi-annual basis at the Fleet Management Agency facility located at 2170 Main Street.
 - E2.1.5 Item Nos. 19 - 24 shall be inspected on a semi-annual basis at the Fleet Management Agency facility located at 960 Thomas Avenue.
 - E2.1.6 Item Nos. 25 - 28 shall be inspected on an annual basis at Winnipeg Fire & Paramedics Services facility located at 2546 McPhillips Street.
 - E2.1.7 Item Nos. 29 - 31 shall be inspected on an annual basis at Winnipeg Police Services facility located at 245 Smith Street.
 - E2.1.8 Item No. 32 shall be inspected on an annual basis at 246 Churchill Drive.
 - (a) Monorail Trolley
 - E2.1.9 Item No. 33 - shall be inspected on an annual basis at 65 Crane Avenue (main floor).
 - (a) Monorail Trolley
 - E2.1.10 Item No. 34 - shall be inspected on an annual basis at 65 Crane Avenue (lower level).
 - (a) Jib Crane w/CM Plain Trolley
 - E2.1.11 Item No. 35 - shall be inspected on an annual basis at 3100 Bishop Grandin Blvd. (main level).
 - (a) Monorail w/Manual Chain Hoist
 - E2.1.12 Item No. 36 - shall be inspected on an annual basis at 3100 Bishop Grandin Blvd. (lower level).
 - E2.1.13 Item No. 37 - shall be inspected on an annual basis at 40 Mazonod Road.
 - E2.1.14 Item No. 38 - shall be inspected on an annual basis at 136 Enfield Crescent (lower level).
 - E2.1.15 Item No. 39 - shall be inspected on an annual basis at 136 Enfield Crescent (main level).
 - E2.1.16 Item No. 40 - shall be inspected on an annual basis at 1335 Wilkes Avenue.
 - (a) Overhead Crane w/Electric Chain Hoist & Motorized Trolley
 - E2.1.17 Item No. 41 - shall be inspected on an annual basis at 6 Lyndale Drive.

- (a) Monorail w/Electric Chain Hoist
 - E2.1.18 Item No. 42 - shall be inspected on an annual basis at 105 Mayfair.
 - (a) Monorail w/Electric Chain Hoist
 - E2.1.19 Item No. 43 - shall be inspected on an annual basis at 399 Mulvey Avenue.
 - (a) Manual Trolley Chain Hoist
 - E2.1.20 Item No. 44 - shall be inspected on an annual basis at 1965 Pembina Hwy.
 - (a) Monorail Trolley Chain Hoist
 - E2.1.21 Item No. 45 - shall be inspected on an annual basis at 2080 Burrows Avenue.
 - (a) Monorail w/Electric Chain Hoist
 - E2.1.22 Item No. 46 - shall be inspected on an annual basis at 5719 Roblin Blvd. (main floor).
 - (a) Manual Trolley & Jib Crane
 - E2.1.23 Item No. 47 - shall be inspected on an annual basis at 5719 Roblin Blvd. (lower level).
 - (a) Manual Trolley & Jib Crane
 - E2.1.24 Item No. 48 - shall be inspected on an annual basis at 139 Bournais Drive.
 - (a) Jib Crane w/Electric Chain Hoist
 - E2.1.25 Item No. 49 - shall be inspected on an annual basis at 23 Archibald St.
 - (a) Manual Monorail Trolley w/Shaw Box Electric Hoist
 - E2.1.26 Item No. 50 - shall be inspected on an annual basis at 360 McPhillips.
 - (a) Manual O/H Crane, Manual Trolley
 - E2.1.27 Item No. 51 - shall be inspected on an annual basis at 418 Oxbow Bent Road.
 - (a) Monorail w/Manual Chain Hoist
 - E2.1.28 Item No. 52 - shall be inspected on an annual basis at 73 Cuthbertson.
 - E2.1.29 Item No. 53 - shall be inspected on an annual basis at 1810 Wellington Crescent.
 - E2.1.30 Item No. 54 - shall be inspected on an annual basis at 200 Syndicate Street.
 - E2.1.31 Item No. 55 - shall be inspected on an annual basis at 1 Cornish.
 - E2.1.32 Item No. 56 - shall be inspected on an annual basis at 1016 Palmerston.
- E2.2 The Contractor shall inspect all lifts, hoists and overhead cranes in accordance with the Canadian Standards Association (C.S.A.) Standard B167-96 (R2002). The Contractor shall use his own equipment for inspections.
- E2.3 The Contractor shall provide and maintain a logbook for the equipment, each logbook shall be maintained in accordance with the Workplace Safety and Health Act (C.C.S.M. c. W210), Regulation 99/88 R and shall show the maintenance and inspection history of the equipment at each location.
- E2.4 The Contractor shall provide the Department Contact or Shop Foreman or Supervisor with a condition report identifying any recommended repairs to the hoist or overhead crane. The condition report that is submitted for approval to the City. The report shall consist of a detailed description of the work to be performed, materials required, material costs, hourly labour rate and total number of labour hours required.
- E2.5 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. COMPLETION OF WORK

- E3.1 Work shall be performed on an "as-required" basis during the term of the Contract at the locations within the City.
 - E3.1.1 The Contract Administrator shall provide to the Contractor, a spreadsheet for each location that outlines a list of equipment for that location, along with a thirty (30) day range that inspections are due for inspection for the duration of the Contract. The spreadsheet shall also name a location designate for each location that the Contractor shall use to arrange inspections.
 - E3.1.2 The Contractor shall contact the location designate not less than five (5) Working Days prior to the thirty (30) day date range specified in the spreadsheet identified in E3.1.1 to arrange a mutually agreed upon date and time to do the inspection. The date and time arranged with the location designate will be dependent upon what would cause the least amount of disturbance to daily operations.
 - E3.1.3 The Contractor shall contact the Contract Administrator if they have difficulty or are unable to arrange a mutually agreed upon time with any particular location designate after the five (5) Working Days prior to the anticipated inspection date range identified in E3.1.2.
- E3.2 Any reports, certificates, or paperwork stating that the Work has been performed for any specific location shall be due to the location designate at the time of inspection, but not more than five (5) Business Days after the inspection date.
 - E3.2.1 Work shall commence within five (5) Working Days of the placing of an order, except where otherwise agreed at the time of ordering.
 - E3.2.2 Work shall be completed within two (2) Working Day of commencement, except where otherwise agreed at the time of ordering.
 - E3.2.3 The Contractor shall promptly report any delay or change to an agreed commencement or completion date to the location designate.
- E3.3 Work shall be performed between 7:30 a.m. and 4:30 p.m. on Business days. Time will differ at each location.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 The City will conduct a Level One Security Clearance Check, for any individual proposed to perform Work under the Contract at Winnipeg Police Service facilities.
- F1.2 The Contractor shall provide the Contract Administrator with a list of individuals proposed to perform Work under the Contract at Winnipeg Police Service facilities:
- (a) within five (5) Business Days of the Award of Contract; or
 - (b) in the case of additional or replacement individuals during the term of the Contract, at least thirty (30) Calendar Days before each individual is proposed to commence Work at Winnipeg Police Service facilities.
- Each individual shall submit the required information and form to the Winnipeg Police Service Division 30 Clerk at Main Floor, 245 Smith Streett:
- (c) A completed Form P-608: Security Clearance Check authorization form. Form P-608 must be signed and dated.
 - (i) Signature of Witness shall be signed by the contact person stated on Paragraph 3 of Form A: Bid.
 - (d) Identification - photocopies to two valid pieces of identification:
 - (i) valid photo driver's license,
 - (ii) valid passport or,
 - (iii) birth certificate.
- F1.3 Any individual for whom a satisfactory Level One Security Clearance is not obtained will not be permitted to perform any Work within Winnipeg Police Service facilities.
- F1.4 Any satisfactory Security Clearance obtained thereby will be deemed valid for one (1) year from the date of clearance, subject to a repeated Security Clearance Check as hereinafter specified.
- (a) Each individual doing Work in a Winnipeg Police Service Facility shall provide photo identification upon entry, in order that their Level One security clearance can be verified.
- F1.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require a further Security Clearance Check. Any individual who fails to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check will not be permitted to continue to perform Work under the Contract at Winnipeg Police Service Facilities.
- F1.6 Any individual who fails to obtain a satisfactory Security Clearance Check may request reconsideration by writing to:
- Winnipeg Police Service
Division 30 Services
Attn: Service Security Officer
245 Smith Street
Winnipeg, Manitoba
R3C 0R6

