



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 960-2017**

**PROVISION OF GRANITE ENGRAVING SERVICES**

**Note to Bidders: Please be aware of revisions to B12.4**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF GRANITE ENGRAVING SERVICES

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 2, 2018.

### **B3. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B3.2 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.

B3.3 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.

B3.4 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.

B3.5 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.

B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B4. CONFIDENTIALITY**

B4.1 Information provided to a Bidder by the City or acquired by a Bidder 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 Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Bidder 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.

### **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/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.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B6. SUBSTITUTES**
- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder 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.
- 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 B15.

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

## **B7. BID SUBMISSION**

B7.1 The Bid shall consist of the following components:

- (a) Form A: Bid; and
- (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.

B7.4 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.

B7.5 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

B7.5.1 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.

B7.6 If the Bid is submitted by facsimile transmission, it shall be submitted to 204 949-1178.

B7.6.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B7.7 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.

B7.8 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 B15.1(a).

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 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 12 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 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 C10.1.3, 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.

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. DISCLOSURE**

B10.1 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.

B10.2 The Persons are:

- (a) Larsens Memorials Ltd.
- (b) M C Delandes

## **B11. QUALIFICATION**

### **B11.1 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.

### **B11.2 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>

### **B11.3 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 be a current member of the North American Monument Builder Association or Ontario Monument Builder Association
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba)
- (d) have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act W210 (Manitoba);
- (e) follow all Safe Work Manitoba Guides, Bulletins and information in reference to the Workplace Safety and Health Act and Regulations;
- (f) Contractor/Subcontractor must report to the Contractor Administrator and City Representative all incidents and activities that pertain to The Workplace Safety and Health Act and Regulations, including but not limited to:
  - (i) Visits by a Workplace Safety and Health Officer
  - (ii) Near misses
  - (iii) Incidents and injuries to persons
  - (iv) Fire and explosions
  - (v) Hazardous materials spills
  - (vi) All others as reference in the Workplace Safety and Health Act, Regulations, Guides and Bulletins

### **B11.4 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.**

### **B11.5 The Bidder shall within (5) Business days of a request by the Contract Administrator, provide a representative sample of Goods offered.**

- (a) Sample of engraving including two letters or numerals in both deep and shallow fonts, the contractor intends to use under the contract; samples to include white highlight;
- (b) Sample of black granite Memorial Book plaques;
- (c) Sample of two engraving emblems, with white highlight.

B11.6 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.

## **B12. OPENING OF BIDS AND RELEASE OF INFORMATION**

B12.1 Bids will not be opened publicly.

B12.2 Following the Submission Deadline, the names of the Bidders and their 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/>

B12.3 After award of Contract, the name(s) of the successful Bidder(s), their address(es) 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/>

B12.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B12.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

## **B13. IRREVOCABLE BID**

B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Bid.

B13.2 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 until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Bid.

## **B14. WITHDRAWAL OF BIDS**

B14.1 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.

B14.1.1 Notwithstanding C21.6, 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.

B14.1.2 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 12 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B14.1.3 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 12 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B14.1.3(b), declare the Bid withdrawn.

B14.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B13.2 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.

## **B15. EVALUATION OF BIDS**

B15.1 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 B11 (pass/fail);
- (c) Total Bid Price ;
- (d) economic analysis of any approved alternative pursuant to B6;

B15.2 Further to B15.1(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.

B15.3 Further to B15.1(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/she is responsible and qualified.

B15.4 Further to B15.1(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.

B15.5 This Contract will be awarded as a whole.

## **B16. AWARD OF CONTRACT**

B16.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B16.2 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.

B16.2.1 Without limiting the generality of B16.2, 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.

B16.3 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 B15.

B16.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

B16.4 Notwithstanding C4 and Paragraph 6 of Form A: Bid, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

**B16.5** 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 the Combined Provision of Goods and Services (2017-02-17)* are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Combined Provision of Goods and Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](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 the Combined Provision of Goods and Services*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

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

#### **D2. SCOPE OF WORK**

D2.1 The Work to be done under the Contract shall consist of the provision of granite engraving services, including the supply of Black Granite Memorial Book Plaques for the City Cemeteries Branch, for the period from date of award until January 31, 2020, with the option of three (3) 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 ^ 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) The collection, engraving and return delivery of Granite Niche Plaques.
- (b) The onsite engraving of various existing installed memorial products, at any of the City of Winnipeg cemeteries; Transcona, St Vital and Brookside Cemetery locations.
- (c) The supply, engraving and delivery of Black Granite Memorial Book Plaques.

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.

#### **D3. COOPERATIVE PURCHASE**

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

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

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

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

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

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

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

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

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

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

D4.1 The Contract Administrator is ^, represented by:

Janzen O'Donnell  
Cemeteries Coordinator  
Telephone No. 204-794-4258  
Email Address. jodonnell@winnipeg.ca

#### **D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D5.1 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.

D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D5.3 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.

D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

#### **D6. NOTICES**

D6.1 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer.

#### **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 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.

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 the date specified in C4.1 for the return of the executed 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.

## **SCHEDULE OF WORK**

### **D9. COMMENCEMENT**

D9.1 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.

D9.2 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.

D9.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the notice of award.

### **D10. COLLECTION AND DELIVERY**

D10.1 Goods shall be collected on Wednesday of each working week (between 8:30am and 4:00pm), for all standard orders placed during the previous five (5) working days, during the term of the Contract.

D10.2 Goods shall be delivered on Wednesday (between 8:30am and 4:00pm) of each working week, during the term of the Contract.

D10.2.1 Goods requiring express delivery shall be delivered within 48 hours from collection.

- D10.3 Collection, Delivery and Engraving of Niche Plaques shall be delivered within ten (10) Working days of collection of niche plaque (E2.4.) for engraving.
- D10.4 Supply of Engraved Memorial Book Plaques shall be delivered within ten (10) Working days of receipt of order for Book of Memories Plaque (E2.1.).
- D10.5 Onsite Engraving of Front Edge of Granite Benches and Onsite Engraving of Family Estate Columbaria Roof Edge shall be delivered within fifteen (15) Working days of receiving the order to complete on-site engraving services (E2.3.); weather and site access permitting.
- D10.6 For onsite engraving, where weather or site access prevents completion of work the Contractor and Contract Administrator shall agree to an alternative time for the individual engraving order.
- D10.7 Individual orders shall be deemed to have reached completion following inspection and approval as per D16.
- D10.8 Goods collection and delivery addresses shall be Brookside Cemetery for all orders relating to Brookside and St Vital Cemetery, for all Transcona and St Vital relating orders.
- D10.9 Initial collection shall be Ten (10) Business days from the date of award of contract and delivery shall be as per **E2.6**.
- D10.10 The Contractor shall off-load goods as directed at the delivery location.

#### **D11. LIQUIDATED DAMAGES**

- D11.1 If the Contractor fails to achieve delivery of the goods and services within the time specified in D10. Collection and Delivery the Contractor shall pay the City five dollars (\$5) per Calendar Day for each and every Calendar Day until the goods have been delivered.
  - D11.1.1 If the Contractor fails to achieve express delivery of the goods and services within the time specified in D10.2.1, the Contractor will be only paid standard delivery rate. The item must be provided within next 48 hours of the missed delivery date or engraving services and engraved memorial book plaques shall be provided free of charge.
- D11.2 The amount specified for liquidated damages in D11.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve delivery by the day fixed herein for same.
- D11.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

#### **D12. DAMAGE AND REPLACEMENT**

- D12.1.1 A replacement niche plaque door will be required where damage by Contractor is made in transport or if the contractor's engraving does not meet the required design/standard of the specification.
- D12.1.2 The Contractor will be required to pay \$175 or provide a replacement niche plaque door of the same granite. Replacement niche plaque doors will be accepted at the Contract Administrator's discretion.
- D12.2 The City may reduce any payment to the Contractor by the amount of any damage and replacement assessed.

#### **D13. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) - QUALIFICATIONS**

- D13.1 Further to B11.3, 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 B11.3.

## **D14. SAFETY**

- D14.1 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.
- D14.2 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.
- D14.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
  - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
  - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
  - (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
  - (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
  - (f) fire hazards in or about the Work are eliminated;
  - (g) have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act W210 (Manitoba).
  - (h) follow all Safe Work Manitoba Guides, Bulletins and information in reference to the Workplace Safety and Health Act and Regulations
  - (i) Contractor/Subcontractor must report to the Contractor Administrator and City Representative all incidents and activities that pertain to The Workplace Safety and Health Act and Regulations, including but not limited to:
    - (i) Visits by a Workplace Safety and Health Officer
    - (ii) Near misses
    - (iii) Incidents and injuries to persons
    - (iv) Fire and explosions
    - (v) Hazardous materials spills
    - (vi) All others as reference in the Workplace Safety and Health Act, Regulations, Guides and Bulletins

## **D15. SITE CLEANING**

- D15.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other contractors.
- D15.1.1 As the Work progresses, the Contractor shall remove any Plant and Material not required for the performance of the remaining Work. He shall also remove waste and debris other than that caused by the City or other contractors, and leave the Site and the Work clean and suitable for occupancy by the City unless otherwise specified.
- D15.1.2 The Work shall not be considered to have been achieved until the Contractor has cleaned up the Site and has removed all Plant, surplus Material, waste and debris, other than that left by the City or other contractors.

## **D16. INSPECTION**

- D16.1 Engraved Niche doors will be inspected upon delivery; CA or their representatives' signature must be obtained confirming inspection and approved delivery and completion.

D16.2 Granite engraved memorial book plaques will be inspected upon delivery; CA or their representatives' signature must be obtained confirming inspection and approved delivery and completion.

D16.3 Engraving of onsite installed memorials and columbaria roof edges will be completed at prearranged appointment times, with final inspection being completed immediately after engraving; CA or their representatives' signature must be obtained confirming inspection and approved completion prior to leaving the site.

#### **D17. ORDERS**

D17.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number and an email address at which orders for delivery may be placed.

#### **D18. RECORDS**

D18.1 The Contractor shall keep detailed records of the goods 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) delivery date(s); and
- (d) description and quantity of goods supplied.

D18.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

### **MEASUREMENT AND PAYMENT**

#### **D19. INVOICES**

D19.1 Further to C10, the Contractor shall submit an invoice for each portion of work completed within the previous calendar month and submitted within one week of the last day of the previous calendar month.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)

D19.2 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.

D19.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D19.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B7.**

## **WARRANTY**

### **D20. WARRANTY**

- D20.1 All white highlight used in the engraving process must include a minimum 15 year warranty, to commence on the date of completion of an individual engraving.
- D20.2 Book of Memories granite plaques must include a minimum 15 year warranty, to commence on the date of delivery.
- D20.3 All replacement niche plaques supplied by the contractor must include a 15 year warranty, to commence on the date of delivery.

## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Image No.</u>	<u>Image Name/Title</u>
Image 1	Book of Memories
Image 2	Book of Memories Plaque
Image 3	Niche Plaque Door
Image 4	Estate Columbaria Roof Edge
Image 5	Granite Bench

E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

E1.4 Prior to any engraving service being commenced the contractor will be required to submit a template on paper, providing the exact design and layout for the ordered engraving. The template will be returned to the contractor with either alterations (fresh template with corrections will be required) or signed approval to proceed with the engraving service.

#### E2. GOODS

E2.1 **Item No. 1 and 8** Supply of Engraved Memorial Book Plaques.

E2.1.1 Completion of Engraved Granite Book of Memories Plaque shall be as per Section E5.1 item 3.)

E2.1.2 The contractor shall supply and deliver two (2) different types of one piece solid black granite plaque, for the Book of Memories memorials. Each Plaque shall be supplied manufactured as follows:

- (a) Size 98.4mm (3 7/8inch) wide, by 73mm (2 7/8inch) high by 12.7mm (½ inch) thick.
- (b) High polished front surface and rough finish rear and side surfaces.
- (c) Type one shall have a half (½ inch) beveled edge around the rear surface perimeter.
- (d) Type two shall have square edge around the rear surface perimeter.

E2.1.3 Engraving lettering shall be Roman modified font, with a shallow sunk engraving and white highlight. Font size and design order shall be:

- (a) Line One - Given Name 19.5mm (¾ inch) maximum thirteen (13) characters width; including letters and spaces.
- (b) Line Two - Family name 19.5mm (¾ inch) maximum thirteen (13) characters width; including letters and spaces.
- (c) Line Three - Date 12.7mm (½ inch); Year of Birth - Year of Death ONLY.
- (d) Line Four - Epitaph 12.7mm (½ inch) maximum fifteen (15) characters width; including letters and spaces.

#### ON-SITE SERVICES

E2.2 **Item No. 2 and 9** Onsite Engraving of Front Edge of Granite Benches shall consist of the engraving of memorial products readily installed in the three City of Winnipeg Cemeteries; Transcona Cemetery 5019 Dugald Road, (junction of Dugald Road and the Perimeter highway),

St Vital Cemetery 236 River Road, and Brookside Cemetery 3001 Notre Dame Avenue; location of memorial to be engraved will be provided at the time of order:

- E2.2.1 Completion of On-site Engraving services shall be as required in Section E5.
- E2.2.2 The size of the bench area designed for engraving has a maximum of 965mm (38 inches) width by 101mm (4 inches) height.
- E2.2.3 Required engraving shall always be a deep sunk font with a white highlight finish inside the font edges. Font size and amount of characters used shall be dependent on required engraving design and number of lines used; designs shall incorporate client's individual ordered information and meet the following design requirements:
- (a) Maximum font size shall be 76.2mm (3 inches) high by 50.8mm (2 inches) wide, allowing for up to eighteen (18) characters; including letters and spaces.
  - (b) Minimum font size shall be 31.75mm (1¼ inches) high by 19.05mm (¾ inch) wide, allowing for up to twenty-nine (29) characters per line; including letters and spaces on a maximum two lines.
  - (c) Chosen fonts shall be maximum size allowing for a 12.7mm (1/2 inch) clear edge all around and measured from the font outside edge, to the closest outside edge of the bench.
  - (d) Characters to be sited horizontal and centered across engraving area, unless specified differently on individual order
- E2.3 **Item No. 3 and 10** Onsite Engraving of Family Estate Columbaria Roof Edge
- E2.3.1 The size of the roof area designed for engraving has a maximum of 82.55mm (3¼ inches) height by 838.2mm (33 inches) in length. The minimum height is 63.5mm (2½ inches) the minimum length is 635mm (25 inches); may be divided over two apex sides
- E2.3.2 Required engraving shall always be a deep sunk font with a white highlight finish inside the font edges. Font size and amount of characters used shall be dependent on style of estate columbaria and on required engraving design; designs shall incorporate client's individual ordered information, shall only incorporate the use of letters and use the maximum possible font size within the following design requirements.
- (a) 63.5mm (2.5 inches) high by 38.1mm (1½ inches) wide is the maximum font size depending on the style of roof. 44.45mm (1.75inches) high by 21.59mm (.85inches) wide is the minimum font size depending on style of roof.
  - (b) Chosen fonts shall be maximum size allowing for a 12.7mm (1/2 inch) clear edge all around and measured from the font outside edge, to the closest outside edge of the roof.
  - (c) Characters to be sited horizontal and centered across engraving area, unless specified differently on individual order.
- E2.4 **Item No. 4 and 11** Collection, Delivery and Engraving of Niche Plaque.
- E2.4.1 The Contractor shall collect for engraving and return delivery, granite niche plaques of varying colours and sizes; all plaques are provided ready polished.
- E2.4.2 Completion of Niche plaque engraving services shall be either Standard or Express delivery times as per Section E5.1.
- E2.4.3 Engraving content to be as specified on each individual order template and may contain any number of lines from one (1) to seven (7) lines as per items b) and c).
- E2.4.4 Engraving designs shall be completed in accordance with the requirements hereinafter specified:
- (a) Plaque Sizes: Maximum 749mm (29½ inches) wide and 330mm (13 inches) high. Minimum 304.8mm (12 inches) wide and 304.8mm (12 inches) high.

- (b) Engraving lines shall always be centered with a minimum one (1) inch clear edge all around, measured from the font outside edge to the closest outside edge of the plaque.
- (c) Font shall be Roman modified with shallow sunk engraving and white highlight finish inside the font edges; font size and line designs to include the following:
  - (i) Line one - Family name 25.4mm (1 inch), maximum twelve (12) characters; including letters and spaces.
  - (ii) Line two - Given name/s 19.5mm ( $\frac{3}{4}$  inch), maximum seventeen (17) characters; including letters and spaces.
  - (iii) Line three - Date 19.5mm ( $\frac{3}{4}$  inch), maximum seventeen (17) characters; including letters and spaces.
  - (iv) Line four - Second person (May not be required) - Given name 19.5mm ( $\frac{3}{4}$  inch), maximum seventeen (17) characters; including letters and spaces.
  - (v) Line five - Date 19.5mm ( $\frac{3}{4}$  inch), maximum seventeen (17) characters; including letters or spaces
  - (vi) Line six - Third person (May not be required) - Given name 19.5mm ( $\frac{3}{4}$  inch), maximum seventeen (17) characters; including letters and spaces.
  - (vii) Line seven - Date 19.5mm ( $\frac{3}{4}$  inch), maximum seventeen (17) characters; including letters and spaces.
  - (viii) *Alternative design for* Lines six/seven; May be used for an Epitaph 15.8mm ( $\frac{5}{8}$  inch), maximum twenty-one (21) characters; including letters and spaces and may include one (1) or both of lines 6 and 7, where lines are available.

E2.5 **Item No. 5 and 12** Engraving of Pictures and Emblems on Niche plaque with other engraving service.

E2.5.1 Pictures or emblems shall always be placed in the right or left upper corners of the plaque; with one (1) inch clear edge all around measured from outside edge of emblem/picture to the plaque outside edge. Emblems are ONLY to be included where space permits.

- (a) Individual orders may include for the engraving of one or two emblems.
- (b) Pictures or emblems may be ordered at the time of main engraving or separately from main engraving.

E2.5.2 Where any amount of lines on the plaque as a whole are not used, the remaining required engraving lines shall be centered on the plaque.

E2.5.3 Where requested emblems or motifs may be placed in centred locations, where less than five lines are being engraved.

E2.6 **Item No. 6 and 13** Collection, Delivery and Engraving of Pictures and Emblems separate from other plaque engraving service shall be used when called to engrave only picture/emblems.

E2.7 **Item No. 7 and 14** Express Collection, Delivery and Engraving of Niche Plaque

E2.7.1 Five (5) working days of receipt of order for an Express engraving service for niche plaque (E4.); Express collection and delivery days shall be as ordered and not as identified in D13.

### E3. **SAMPLE CHECK**

E3.1 Crispness of white highlight engraved sample; neatness of edges and finger nail scratch test.

E3.2 Quality of deep and shallow sunk fonts and emblems to be used and as submitted on engraving samples; legibility from two feet away, straightness of letters, quality of edges, clarity of graphic.

E3.3 Length of Warranty period provided for Memorial Book Plaques and engraving White Highlight in excess of minimums required as per D20