



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 431-2005**

**SUPPLY AND INSTALLATION OF ASYMMETRICAL TWO (2) POST ABOVE  
GROUND VEHICLE LIFT**

## TABLE OF CONTENTS

### PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	3
Form N: Detailed Specifications	4

### PART B - BIDDING PROCEDURES

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

### PART C - GENERAL CONDITIONS

C1. General Conditions	1
------------------------	---

### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	1
D4. Contract Administrator	1
D5. Notices	1

#### Submissions

D6. Authority to Carry on Business	2
D7. Workers Compensation	2
D8. Insurance	2
D9. Security Clearance	3

#### Schedule of Work

D10. Commencement	4
-------------------	---

#### Measurement and Payment

D11. Payment Schedule	4
-----------------------	---

#### Warranty

D12. Warranty	4
Form P-608: Security Clearance Check	5

### PART E - SPECIFICATIONS

#### General

E1. General	1
E2. Goods	1
E3. Carriage / Column Assemblies	1

E4. Arm/Adapter Assemblies	1
E5. Wheel Spotting Dish	2
E6. Power Unit	2
E7. Equalization System	2
E8. Overhead Limit Switch Assembly	2
E9. Training	2
E10. Instructional Documents	2
E11. Performance Reliability	3
E12. Parts Availability & Service Response	3
E13. Delivery	3

## **PART B - BIDDING PROCEDURES**

### **B1. PROJECT TITLE**

- B1.1 SUPPLY AND INSTALLATION OF ASYMMETRICAL TWO (2) POST ABOVE GROUND VEHICLE LIFT

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, July 28, 2005.
- B2.2 Bid Submissions determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. SITE INVESTIGATION**

- B3.1 Further to GC.2.01, the Bidder may make an appointment to view the Site by contacting the Contract Administrator listed in D4.
- B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

### **B4. ENQUIRIES**

- B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.
- B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.
- B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B5. ADDENDA**

- B5.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

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

## **B6. SUBSTITUTES**

- B6.1 The Work is based on the materials, equipment, methods and products 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 seven (7) 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 material, equipment, method or product as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.

- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative shall base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B14.
- B6.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B6.10 Notwithstanding B5.2 to B5.9, deviations in accordance with Clause 1.2 of the Detailed Specifications shall be evaluated in accordance with B14.1(a).

## **B7. BID SUBMISSION**

- B7.1 The Bid Submission consists of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices; and
  - (c) Form N: Detailed Specification.
- B7.2 All components of the Bid Submission shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely in ink, to constitute a responsive Bid.
- B7.3 The Bid Submission shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B7.3.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.4 Bid Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.5 Bid Submissions shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Branch  
185 King Street, Main Floor  
Winnipeg, MB R3B 1J1

## **B8. BID**

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
  - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
  - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.
- B8.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.
- B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid Submission and the Contract, when awarded, shall be both joint and several.

## **B9. PRICES**

- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 Prices on Form B: Prices shall include:
- (a) duty;
  - (b) freight and cartage;
  - (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
  - (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.
- B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

## **B10. QUALIFICATION**

- B10.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly

registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business;

- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;
- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work;
- (f) employ only Subcontractors who:
  - (i) are responsible and not suspended, debarred or in default of any obligation to the City (a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>); and
  - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract.
- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba).

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

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

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

B11.1 Bid Submissions will not be opened publicly.

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

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

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

## **B12. IRREVOCABLE BID**

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



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

### **B13. WITHDRAWAL OF BIDS**

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

B13.1.1 Notwithstanding GC.7.05(2), the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:

- (a) retain the Bid Submission until after the Submission Deadline has elapsed;
- (b) open the Bid Submission to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.

B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law, including the right to retain the Bidder's bid security.

### **B14. EVALUATION OF BIDS**

B14.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity and degree of compliance with specifications or acceptable deviation therefrom;
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
- (c) Total Bid Price; and
- (d) economic analysis of any approved alternative pursuant to B6.

B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements if the interests of the City so require.

B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid Submission or in other information required to be submitted, that he is responsible and qualified.

B14.4 Further to B14.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B14.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each

item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.

B14.5 This Contract will be awarded as a whole.

**B15. AWARD OF CONTRACT**

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

B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.

## **PART C - GENERAL CONDITIONS**

### **C1. GENERAL CONDITIONS**

C1.1 The *General Conditions for the Supply and Delivery of Goods* (Form 21: 88 03) are applicable to the Work of the Contract.

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

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of the supply and installation of asymmetrical two (2) post above ground vehicle lift.

#### D3. DEFINITIONS

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

#### D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:
- Mr. Randy Delipper  
Supervisor  
Winnipeg Police Services  
55 Princess Street  
Winnipeg, MB R3B 1K1
- Telephone No.: (204) 986-6293  
Facsimile No.: (204) 986-7793

#### D5. NOTICES

- D5.1 GC.7.05 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

- D5.2 GC.7.05 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.
- D5.3 Further to GC.7.05, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.4, D5.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.
- D5.4 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:
- The City of Winnipeg  
Chief Administrative Officer Secretariat  
Administration Building, 3rd Floor  
510 Main Street  
Winnipeg, MB R3B 1B9  
Facsimile No.: (204) 949-1174
- D5.5 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:
- The City of Winnipeg  
Corporate Services Department  
Legal Services Division  
185 King Street, 3rd Floor  
Winnipeg, MB R3B 1J1  
Facsimile No.: (204) 947-9155

## **SUBMISSIONS**

### **D6. AUTHORITY TO CARRY ON BUSINESS**

- D6.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

### **D7. WORKERS COMPENSATION**

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

### **D8. INSURANCE**

- D8.1 The Contractor shall provide and maintain commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, to remain in place at all times during the performance of the Work.

- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 The Contractor shall provide the Contract Administrator with a certificate of insurance of the policy 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 GC.3.01 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 fifteen (15) Calendar Days prior written notice to the Contract Administrator.

**D9. SECURITY CLEARANCE**

- D9.1 The City will conduct a Security Clearance Check, including but not limited to, banking and medical information, for any individual proposed to perform Work under the Contract at Winnipeg Police Service facilities.
- D9.2 The Contractor shall provide the Contract Administrator with a list of individuals proposed to perform Work under the Contract at Winnipeg Police Service facilities:
- (a) within five (5) Business Days of the Award of Contract; or
  - (b) in the case of additional or replacement individuals during the term of the Contract, at least thirty (30) Calendar Days before each individual is proposed to commence Work at Winnipeg Police Service facilities.
- D9.3 Each individual proposed to perform Work under the Contract at Winnipeg Police Service facilities shall provide:
- (a) A list of names (including maiden names), addresses, dates of birth, telephone numbers and occupations of all immediate family members including stepbrothers, stepsisters, half-brothers and half-sisters, and their spouses, common-law spouses, boyfriends, girlfriends and their family members. The list should be typed in the following format:  

John James SMITH	Dob: 45 Aug 24 (father)
123 Anywhere Street	555-5555
Winnipeg, Manitoba	
Mechanic – ABC Industries	
  - (b) A list of names, addresses, dates of birth, telephone numbers and occupations of four closest friends. Include information indicating when, where and how they were met.
  - (c) The name, title or position, and telephone number of the immediate supervisor.
  - (d) A list of every past address, including the dates of residence, the names of any persons with whom the residence was shared and the reason for moving.
  - (e) Identification - driver's license (with photo), birth certificate and social insurance card.
  - (f) A completed Form P-608: Security Clearance Check authorization form.
  - (g) A cheque made payable to the City of Winnipeg in the amount of One hundred and eighty dollars (\$180.00).
- D9.4 Each individual shall submit the required information, forms and payment in person to the Winnipeg Police Service Division 30 Clerk at Main Floor, 151 Princess Street:
- (a) within five (5) Business Days of the Award of Contract; or
  - (b) in the case of an additional or replacement individual during the term of the Contract, at least thirty (30) Calendar Days before the individual is proposed to commence Work at Winnipeg Police Service facilities.
- D9.5 Any individual for whom a satisfactory Security Clearance is not obtained will not be permitted to perform any Work within Winnipeg Police Service facilities.

- D9.6 Any Security Clearance obtained thereby will be deemed valid for the duration of the Contract subject to a repeated Security Clearance Check as hereinafter specified.
- D9.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require a further Security Clearance Check. Any individual who fails to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check will not be permitted to continue to perform Work under the Contract at Winnipeg Police Facilities.

## **SCHEDULE OF WORK**

### **D10. COMMENCEMENT**

- D10.1 The Contractor shall not commence any Work until he is in receipt of a purchase order authorizing the commencement of the Work.
- D10.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence that the Contractor is 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;
    - (ii) evidence of the workers compensation coverage specified in D7;
    - (iii) evidence of the insurance specified in D8; and
    - (iv) the security clearances specified in D9.

## **MEASUREMENT AND PAYMENT**

### **D11. PAYMENT SCHEDULE**

- D11.1 Further to GC.9.03, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

## **WARRANTY**

### **D12. WARRANTY**

- D12.1 Further to GC.10.01, if a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.
- D12.2 Notwithstanding GC.10.01, GC.10.02 and D12.1, if any law of Manitoba or of the jurisdiction in which the Work was manufactured requires, or if the manufacturer provides, a longer warranty period or a warranty which is more extensive in its nature, then the provisions of such law or manufacturer's warranty shall apply.



### WINNIPEG POLICE SERVICE SECURITY CLEARANCE CHECK SERVICES – DIVISION 30

**NAME OF EMPLOYER:** \_\_\_\_\_

NATURE OF WORK BEING DONE FOR WINNIPEG POLICE SERVICE:  
SUPPLY AND INSTALLATION OF ASYMMETRICAL TWO (2) POST ABOVE GROUND VEHICLE LIFT

**WARNING: ANY FALSE OR INCOMPLETE INFORMATION MAY RESULT IN REJECTION OF THIS APPLICATION**

**EMPLOYEE INFORMATION**

LAST NAME: \_\_\_\_\_ GIVEN NAMES: \_\_\_\_\_

BIRTH NAME OR OTHER NAME(S) USED: \_\_\_\_\_  
*(if different from above)*

MALE  FEMALE      DATE OF BIRTH: \_\_\_\_\_ BIRTH PLACE: \_\_\_\_\_  
  Y      M      D

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ PROVINCE: \_\_\_\_\_

POSTAL CODE: \_\_\_\_\_ RESIDENTIAL PHONE: \_\_\_\_\_

**AUTHORIZATION**

I, \_\_\_\_\_ hereby authorize any employer or other person, to whom a duplicate or photocopy of this document is provided, to furnish any information, opinions, reports, records or copies which may be requested by the Winnipeg Police Service, in connection with the undersigned's application for a security check as a person contracted or associated with the Winnipeg Police Service.

I consent to the collection, use, disclosure, transmittal and examination of all information compiled by the Winnipeg Police Service. I agree to waive any right of action against any person or institution providing information or opinions in compliance with this authorization.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

**IDENTIFICATION**

The following **MANDATORY IDENTIFICATION** must be presented and visually verified by the Division Clerk or their designate:

**Driver's Licence with photo / Birth Certificate / Social Insurance Card**

\_\_\_\_\_  
Signature of Division Clerk or Designate of visual verification

\_\_\_\_\_  
Date



## PART E - SPECIFICATIONS

### GENERAL

#### E1. GENERAL

E1.1 These Specifications shall apply to the Work.

#### E2. GOODS

E2.1 The Contractor shall supply and install asymmetrical two (2) post above ground vehicle lift in accordance with the requirements hereinafter specified.

E2.2 The Contractor shall furnish a letter, stamped by a registered professional engineer, indicating that the lifting device complies with CSA Standards.

E2.3 The lifting device shall be the manufacturer's latest model, as may be modified by these specifications. The above ground lift, including all auxiliary equipment, shall be furnished complete and ready for use. All parts not specifically mentioned in Form N: Detailed Specification but which are required for the complete unit shall conform in strength, quality of material and workmanship, to the best standards and engineering practice of the industry.

E2.4 The ratings specified herein merely state the minimum values acceptable to the City, not implying that those values are sufficient for the design of the particular lifting device being bid.

E2.5 The Electrical installation for the above ground lift will be installed by the City of Winnipeg, and the **pricing is not to be included** with the Bid Opportunity.

E2.6 The manufacturer of the lifting device shall have a minimum of five (5) years continuous experience manufacturing and installing ground lift of the type being offered. The manufacturer shall have in effect a complete and documented quality control program ensuring compliance with all applicable standards.

#### E3. CARRIAGE / COLUMN ASSEMBLIES

E3.1 Each column on the 10,000 lb capacity unit shall be factory rotated 30 degrees to produce a genuine asymmetrical design in order to maintain proper balance between the centre line of the lifting columns and vehicle centre of gravity locking latches. Each of the assemblies shall contain a locking latch mechanism, external of the assemblies, for ease of service. The dual locking latch system shall have a single point release located near the power unit controls for operator convenience. The latches shall be spring actuated to automatically reset when the latch handle is released.

E3.2 The lifting device shall be manufactured of one-piece-formed steel having a thickness of not less than 1/4" (in). Forming shall have unique "Double S" patent design.

E3.3 Each lifting device hydraulic cylinder shall have a manual air bleeder located on the upper end of each cylinder.

#### E4. ARM/ADAPTER ASSEMBLIES

E4.1 Each lifting device unit shall consist of four (4) telescoping swing arm assemblies.

E4.2 Each lifting device arm assembly shall have an adapter base, which is laterally adjustable and equipped with a 360-degree rotating, 3-height position vehicle contract adapter.

E4.3 The vehicle contract adapter shall be capable of accommodating optional adapters for special lifting applications. Optional adapters must fit over the standard adapter and be fitted in place with a detent pin.

E4.4 Each lifting device arm shall be equipped with an arm restraint feature capable of withstanding 150 lb. of horizontal force. The restraint engages when the carriage has been raised one (1") inch and automatically releases when fully lowered.

#### **E5. WHEEL SPOTTING DISH**

E5.1 A set of floor mounted, multi-position wheel spotting dish shall be supplied to facilitate the proper vehicle position and proper load distribution on the lifting device.

#### **E6. POWER UNIT**

E6.1 The power units shall be self-contained with 2hp, 208-230, 1-phase, and 60 Hz motor. Controls shall be "dead-man" type button "up" and lowering lever for descent, with a standard power unit that shall be suitable for outdoor use.

#### **E7. EQUALIZATION SYSTEM**

E7.1 The asymmetrical two (2) post above ground vehicle lift shall be equipped with a mechanical equalization system to keep the two (2) lifting carriages reasonably level at all stages of travel. The equalization shall consist of adjustable cables and sheaves with self lubricating bearings. The equalizer cables are used to laterally synchronize the load. They are not used as suspension cables to raise or support the load (this is accomplished by the two (2) full rise hydraulic cylinders).

E7.2 The equalization cables and hydraulic hoses shall be routed overhead to provide a clear floor work area under the vehicle.

#### **E8. OVERHEAD LIMIT SWITCH ASSEMBLY**

E8.1 The asymmetrical two (2) post above ground vehicle lift shall be equipped with a padded overhead trip bar, which actuates a limit switch wired to stop the power unit should the vehicle contact the switch bar.

#### **E9. TRAINING**

E9.1 The Bidder shall provide, at their expense, two (2) hours of operational, safety and maintenance training by qualified staff for the City of Winnipeg personnel. The training shall be conducted in a combined session for each group of personnel. This one (1) session shall be sufficient to provide adequate familiarization and orientation on the equipment, to the satisfaction of the Contract Administrator.

E9.2 The Bidder shall provide a certificate to the attending personnel once training has been completed.

#### **E10. INSTRUCTIONAL DOCUMENTS**

E10.1 The manufacturer shall supply installation, operation, maintenance and safety instructions with each lifting device containing a section in English.

E10.2 The lifting device shall be third party certified by ETL testing laboratories and labelled with the ETL/Automotive Lift Institute (ALI) nameplate that affirms the lifts conformance to all applicable provisions of American National Standard ANSI/U.L. Standard 201.

### **E11. PERFORMANCE RELIABILITY**

E11.1 The responsibility for the design of the complete asymmetrical two (2) post above ground vehicle lift, its performance and reliability shall rest upon the contractor.

E11.2 The term "repeated failures" as used herein is defined to mean that the same component, subassembly, or assembly develops repeated defects, breakdowns and/or malfunctions rendering the lift device inoperative or requiring repeated shop correction, applicable for said component, subassembly, or assembly. Minor items or ordinary service adjustment are not included, or considered under the scope of "repeated failures", as well as other factors, such as operational damage due to accidents, misuse or attention by not following the manufacturer's preventative maintenance schedule.

E11.3 Where the lifting device develops "repeated failures" in servicing, the Contractor shall make any necessary engineering changes, repairs, alterations, or modifications in order to guarantee reliability of performance.

### **E12. PARTS AVAILABILITY & SERVICE RESPONSE**

E12.1 In order to minimize downtime of the asymmetrical two (2) post above ground vehicle lift, the Contractor shall maintain a stock of all replacement parts in North America, either in his/her own inventory or in that of an agency that normally supplies parts to the Contractor. Unless authorized by the Winnipeg Police Service Garage Supervisor, all parts shall be made available in Winnipeg by the Contractor within twenty-four (24) hours.

E12.2 The Contractor shall ensure that the response time by qualified service personnel, on request for service, will be limited to four (4) hours or less.

E12.3 Unless authorized by the Contract Administrator, all warranty items brought to the attention of the Contractor by the City shall be rectified within twenty-four (24) hours. The City reserves the right to affect warranty repairs to the lifting device at full cost to the Contractor, should the Contractor fail to perform these duties in a timely manner.

### **E13. DELIVERY**

E13.1 The lift shall be delivered, f.o.b. destination, freight prepaid, to:

Winnipeg Police Garage  
55 Princess Street  
Winnipeg, MB

E13.1.1 The lift shall be delivered within forty-five (45) Business Days of the placing of an order, except where otherwise agreed at the time of ordering.

E13.1.2 The Contractor shall promptly report any delay or change to an agreed delivery date to the User.

E13.2 Goods shall be delivered between 8:30 a.m. and 3:30 p.m. on Business Days.

E13.3 The Contractor shall off-load goods as directed at the delivery location.