



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 82-2007**

**SUPPLY AND DELIVERY OF 332 EMPTY CABINET HOUSING**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SUPPLY AND DELIVERY OF 332 EMPTY CABINET HOUSING

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, February 20, 2007.

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. 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 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.

B3.3 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.

B3.4 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.

B3.5 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.

### **B4. ADDENDA**

B4.1 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.

B4.2 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.

B4.2.1 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>.

B4.2.2 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 regularly and shortly before the Submission Deadline, as may be amended by addendum.

B4.3 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.

## **B5. SUBSTITUTES**

- B5.1 The Work is based on the materials, equipment, methods and products specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 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.
- B5.4 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; and
  - (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.
- B5.5 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.
- B5.6 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.
- B5.6.1 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.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B5.8 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 B13.
- B5.9 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. BID SUBMISSION**

- B6.1 The Bid Submission consists of the following components:
- (a) Form A: Bid; and
  - (b) Form B: Prices.

- B6.2 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.
- B6.3 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.4 If the Bid Submission 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 Branch  
185 King Street, Main Floor  
Winnipeg, MB R3B 1J1
- B6.4.1 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.
- B6.5 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.
- B6.5.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.6 Bid Submissions submitted by internet electronic mail (e-mail) will not be accepted.
- B7. BID**
- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 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; and
  - (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.
- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 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.
- B7.4 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; and

- (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.

B7.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.

B7.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.

B7.5 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.

## **B8. PRICES**

B8.1 The Bidder shall state a price in Canadian funds for each item for each year of the Work identified on Form B: Prices.

B8.1.1 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; and
- (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.

B8.2 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.

B8.3 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. QUALIFICATION**

B9.1 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; and
- (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).

B9.2 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.

B9.3 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.

## **B10. OPENING OF BIDS AND RELEASE OF INFORMATION**

B10.1 Bid Submissions will not be opened publicly.

B10.2 After 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 Branch internet site at <http://www.winnipeg.ca/matmgt>.

B10.3 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>.

B10.4 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.

## **B11. IRREVOCABLE BID**

B11.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B11.2 The acceptance by the City of any Bid shall not release the Bids of the next two (2) 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.

## **B12. WITHDRAWAL OF BIDS**

B12.1 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.

B12.1.1 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.

B12.1.2 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.

B12.1.3 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 B12.1.3(b), declare the Bid withdrawn.

B12.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B11.2 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.

### **B13. EVALUATION OF BIDS**

B13.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
- (c) Total Bid Price; and
- (d) economic analysis of any approved alternative pursuant to B5.

B13.2 Further to B13.1(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.

B13.3 Further to B13.1(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.

B13.4 Further to B13.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item for each year shown on Form B: Prices.

B13.5 This Contract will be awarded as a whole.

### **B14. AWARD OF CONTRACT**

B14.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B14.2 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.

B14.2.1 Without limiting the generality of B14.2, 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.

B14.3 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.

B14.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.



- B14.4 Notwithstanding GC.3.01 and GC.3.02, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B14.5 The Contract Documents, as defined in GC.1.01(7), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

## **PART C - GENERAL CONDITIONS**

### **C1. GENERAL CONDITIONS**

C1.1 The *General Conditions for 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 supply and delivery of 332 empty cabinet housing for the period of May 01, 2007 to April 30, 2010.
- 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 GC.4.08, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

#### 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; and
  - (c) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract.
- D3.2 Notwithstanding GC.1.01, when used in this Bid Opportunity:
- (a) "**TSCES-5**" means Traffic Signal Control Equipment Specification.

#### D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:
- Mr. Bill Woroby, P. Eng  
Staff Engineer  
Public Works Stores  
109-1155 Pacific Avenue

Winnipeg, MB R3E 3P1

Telephone No.: (204) 986-5326

Facsimile No.: (204) 986-7358

## **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 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.

## **CONTROL OF WORK**

### **D7. COMMENCEMENT**

D7.1 The Contractor shall not commence any Work until he is in receipt of a purchase order authorizing the commencement of the Work.

- D7.2 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.

## **D8. ORDERS**

- D8.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

## **D9. RECORDS**

- D9.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D9.2 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.
- D9.3 The Contractor shall provide the Contract Administrator with a copy of the records for each year within fifteen (15) Calendar Days of the end of that year and within thirty (30) Calendar Days at the end of the Contract.

## **MEASUREMENT AND PAYMENT**

### **D10. INVOICES**

- D10.1 Further to GC.9.01 and notwithstanding GC.9.03, the Contractor shall submit an invoice for each order delivered.
- D10.2 Further to D5.3, the Contractor shall submit invoices to the locations designated at the time of ordering.
- D10.3 Invoices must clearly indicate, as a minimum:
- (a) the City's order number;
  - (b) date of delivery;
  - (c) delivery address;
  - (d) type and quantity of goods delivered;
  - (e) the amount payable with GST and MRST shown as separate amounts; and
  - (f) the Contractor's GST registration number.
- D10.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

### **D11. PAYMENT**

- D11.1 Further to GC.9.01 and GC.9.03, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D11.2 Further to GC.9.01, and at the option of the City, effective January 01, 2007, payment to the Contractor shall be made by direct deposit to the Contractor's banking institution.

## **WARRANTY**

### **D12. WARRANTY**

- D12.1 Notwithstanding GC.10.01 and GC.10.02, the warranty period for each item of Work supplied shall begin on the date of successful delivery and shall expire one (1) year thereafter unless extended pursuant to D12.2, in which case it shall expire when provided for thereunder.
- D12.2 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.
- D12.3 Notwithstanding GC.10.01, GC.10.02 and D12.2, if any law of Manitoba or of the jurisdiction in which the Work was manufactured requires, or if the manufacturer provides, a longer warranty period or a warranty which is more extensive in its nature, then the provisions of such law or manufacturer's warranty shall apply.

## PART E - SPECIFICATIONS

### GENERAL

#### E1. GENERAL

E1.1 These Specifications shall apply to the Work.

E1.2 The following Drawings are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
TSCES-5	Cabinet Housing Details

#### E2. GOODS

E2.1 The Contractor shall supply and deliver a 332 empty cabinet housing in accordance with the requirements hereinafter specified.

E2.2 Cabinet Housing:

- (a) The cabinet housing must be provided with the fan and the door switch;
- (b) The cage is not required but the cage support hardware is required;
- (c) The 332 cabinet housing referred to in this specification is shown as cabinet housing 1B in the cabinet housing details drawing (TSCES-5) attached.

E2.2.1 The housing shall include, but not be limited to, the following:

Enclosure	Police Panel
Doors	Ventilation
Latches/Locks	Gaskets
Hinges and Door Catches	Cage Supports and Mounting

E2.2.2 Housing Construction:

- (a) The housing shall be rainproof with the top of the enclosure crowned to prevent standing water. It shall have single front and rear doors, each equipped with a lock.
- (b) The enclosure doors, lifting eyes, gasket channels, police panel and all supports welded to the enclosure and doors shall be fabricated of 0.125-inch minimum thickness aluminium sheet. Bolted on supports shall be either the same material and thickness as the enclosure or 0.105-inch minimum thickness steel. The side panels and filter shell shall be fabricated of 0.080-inch minimum thickness aluminium sheet.
- (c) All exterior seams for enclosure and doors shall be continuously welded. All exterior welds shall be smooth. All edges shall be filed to a radius of 0.03125-inch minimum. Exterior cabinet welds shall be done by gas tungsten arc (TIG) process only. ER5356 aluminium alloy bare welding electrodes conforming to AWS A5.10 requirements shall be used for welding on aluminium. Procedures, welders and welding operators shall conform to the requirements and practices in AWS B3.0 and C5.6 for aluminium. Internal cabinet welds shall be done by either gas metal arc (MIG) process or gas tungsten arc (TIG) process.

E2.2.3 Aluminium surfaces shall conform to the following:

- (a) An anodic coating shall be applied to the aluminium surface after the surface has been cleaned and etched. The cleaning and etching procedure shall be to immerse in inhibited alkaline cleaner at 71 degrees C for 5 minutes (Oakite 61A, Diversey 909 or equivalent in mix of 6 to 8 ounces per gallon of distilled water). Rinse in cold water. Etch in a sodium solution at 66 degrees C for 5 minutes (0.5 ounce sodium fluoride plus 5 ounces of sodium hydroxide mix per gallon of distilled water). Rinse in cold

water. Desmut in a 50% by volume nitric acid solution at 20 degrees C for 2 minutes. Rinse in cold water.

- (b) The anodic coating shall conform to MIL-A-8625C (Anodic Coatings for Aluminium and Aluminium Alloys) for Type II, Class I Coating except the outer housing surface coating shall have a 0.0007 inch minimum thickness and a 27 milligrams per square inch minimum coating weight. The anodic coating shall be sealed in a 5% aqueous solution of nickel acetate (PH 5.0 to 6.5) for 15 minutes at 99 degrees C.
- (c) The enclosure doorframes shall be double flanged out on all 4 sides and shall have strikers to hold tension on and form a firm seal between the door gasket and the frame. The dimension between the door edge and the enclosure external surface when the door is closed and locked shall be 0.156 (+/- 0.08) inch.
- (d) The gasket shall be provided on all door openings and shall be dust-tight. Gaskets shall be 0.25-inch minimum thickness closed cell neoprene or silicone (BOYD R-10480 or equal) and shall be permanently bonded to the metal. If neoprene is used, the mating surface of the gasket shall be covered with a silicone lubricant to prevent sticking to the mating metal surface. A Gasket Top Channel shall be provided to support the top gasket on the door (prevent gasket gravitational fatigue).
- (e) Cage bottom support mounting angles shall be provided on either side, level with the bottom edge of the door opening, for horizontal support and bolt attachment. In addition, side cage supports shall be provided for the upper cage bolt attachments. Spacer brackets between the side cage supports and the cage shall be a minimum thickness of either 0.188-inch aluminium or 0.105-inch steel.
- (f) The housing shall be provided with 2 lifting eyes for placing the cabinet on its foundation. Each eye opening shall have a minimum diameter of 0.75-inch. Each eye shall be able to support a weight load of 1000 pounds.
- (g) All exterior bolt heads shall be tamperproof type.
- (h) All bolts, nuts, washers, screws (size 8 or larger), hinges and hinge pins shall be stainless steel unless otherwise specified.

#### E2.2.4 Door Latches and Locks:

- (a) The latching handles shall have provision for padlocking in the closed position. Each handle shall be 0.75-inch minimum diameter stainless steel with a minimum 0.5-inch shank. The padlocking attachment shall be placed at 4.0-inches from the handle shank centre to clear the lock and key. An additional 4.0 inches minimum gripping length shall be provided.
- (b) The latching mechanism shall be a three-point draw roller type. The pushrods shall be turned edgewise at the outer supports and have a cross section of 0.25-inch thick by 0.75-inch wide, minimum.
- (c) When the door is closed and latched, the door shall be locked. The locks and handles shall be on the left side of the front door and right side of the rear door. The lock and lock support shall be rigidly mounted on the door. In the locked position, the bolt throw shall extend a minimum of 0.25 (+/- 0.03125) inch into the latch cam area. A seal shall be provided to prevent dust or water entry through the lock opening.
- (d) The locks shall be Corbin 2 type, or equal. One key shall be supplied with each lock; the keys shall be re-moveable in the locked position only.
- (e) The locks shall have rectangular, spring loaded bolts. The bolts shall have a 0.281-inch throw and shall be 0.75-inch wide by 0.375-inch thick (tolerance is +/- 0.035 inch).
- (f) The centre latch cam shall be fabricated of a minimum thickness 0.1875-inch steel or aluminium. The bolt surface shall horizontally cover the cam thickness. The cam shall be structured to only allow the door to open when the handle is moved toward the centre of the door.
- (g) Rollers shall have a minimum diameter of 0.875-inch with nylon wheels and steel ball bearings.



E2.3 The housing ventilation including intake, exhaust, filtration, fan assembly and environmental control are as follows:

E2.3.1 The front door shall be provided with louvered vents. The louvered vent depth shall be a maximum of 0.25-inches. A re-moveable and re-useable air filter shall be housed behind the door vents. The filter filtration area shall cover the vent opening area. A filter shell shall be provided that fits over the filter providing mechanical support for the filter. The shell shall be louvered to direct the incoming air downward. The shell sides shall be bent over a minimum of 0.25-inches to house the filter. The filter resident in its shell shall be held firmly in place with a bottom bracket and a spring loaded upper clamp. No incoming air shall bypass the filter. The bottom filter bracket shall be formed into a waterproof sump with drain holes to the outside housing.

- (a) The intake (including filter with shell) and exhaust areas shall pass a minimum of 60 cubic feet of air per minute for housing #1 and 26 cubic feet of air per minute for housing #2.
- (b) The housing shall be equipped with an electric fan with ball or roller bearings and a capacity of at least 100 cubic feet of free air delivery per minute. The fan shall be mounted within the housing and vented.
- (c) The fan shall be thermostatically controlled and shall be manually adjustable to turn on between 33 degrees C and 65 degrees C with a differential of not more than 6 degrees C between automatic turn on and off. The fan circuit shall be protected at 125% of the fan motor amp capacity. The manual adjustment shall be graded in 10 degrees C increment scale. Technical documentation of the fan performance characteristics shall be supplied with the first "Evaluation" model.
- (d) The filter shall be 16 inches wide by 12 inches high by 0.875 inch thick. The filter shall be an ECO-AIR Products E35S or equal.

E2.4 Hinges and Door Catches:

- (a) Two-bolt per leave hinges shall be provided to bolt the enclosure to the door. Housing 1 shall have 4 hinges and Housing 2 three hinges. Each hinge shall be 3.5-inches minimum length and have a fixed pin. The pin ends shall be welded to the hinge and ground smooth. The pins and bolts shall be covered by the door edge and not accessible when the door is closed.
- (b) Front and rear doors shall be provided with catches to hold the door open at both 90 and 180 (+/- 10) degrees. The catch minimum diameter shall be either 0.375-inch for plated steel or aluminium rods or 0.25-inch for stainless steel. The catches shall be capable of holding the door open at 90 degrees in a 60 mph wind acting at an angle perpendicular to the plane of the door.

E2.5 Police Panel:

- (a) A police panel assembly shall be provided to allow the police officers limited access to intersection control. The police panel assembly including switches shall not extend into the cabinet more than 1.5-inches.
- (b) The police panel door shall be equipped with a lock. The lock shall be keyed for a master police key. One key shall be furnished with each police lock. Each police key shall have a shaft at least 1.75-inches in length.
- (c) The police panel shall contain 2 DPST toggle POWER switches.
  - (i) One switch shall be labelled "ON-OFF" and the other "FLASH/AUTOMATIC".
- (d) The front and back of the panel shall be enclosed with a rigid metal covering so that no parts having line voltage are exposed.
- (e) The panel assembly shall have a drain to prevent water collecting within the assembly. The drain shall be channelled to the outside.

### **E3. DELIVERY**

E3.1 Goods shall be delivered on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to

Public Works Stores  
1277 Pacific Avenue  
Winnipeg, MB

E3.1.1 Goods shall be delivered within thirty (30) Business Days of the placing of an order.

E3.2 Goods shall be delivered between 7:30 a.m. and 3:00 p.m. on Business Days.

### **E4. CRATING / PALLETS**

E4.1 There shall be no charges for crating / pallets unless previously agreed to within the Bid Opportunity. All goods being supplied shall be packed by the Contractor to obtain the less amount of damage while in transit without sacrificing adequate protection of goods.

### **E5. INSPECTION AND PRE-PRODUCTION SAMPLE ITEM REQUIREMENT**

E5.1 The Contract Administrator shall require the successful Bidder to supply one (1) "sample unit" of the item Bid, for detailed inspection, testing and approval by the City prior to delivery of the order.

E5.2 Acceptance will be based on meeting the essential requirements of this specification. All items supplied thereafter shall be equal to or better than the approved pre-production sample.

E5.3 The successful Bidder shall supply a sample unit within thirty (30) Calendar Days following notification by the Contract Administrator. Failure to supply the sample unit within the prescribed time interval may result in cancellation of the order.

E5.4 The Contractor shall notify the Contract Administrator of any deviations in the samples from the requirements of the contract.

E5.5 The Contract Administrator will inspect the samples, upon completion of the inspection the following will apply:

- (i) approved as submitted;
- (ii) approved subject to changes, or
- (iii) rejected and instruct the Contractor to re-submit.

E5.6 The Contractor shall promptly make the changes the Contract Administrator has requested and which are consistent with the Bid Opportunity. They shall promptly re-submit their sample to the Contract Administrator for inspection and approval unless otherwise directed by the Contract Administrator. When re-submitting the sample, the Contractor shall notify the Contract Administrator in writing of any changes other than those requested by the Contract Administrator.

E5.7 The Contractor shall not supply additional units of the item, until that item has been approved in writing by the Contract Administrator. The approval of the pre-production sample by the Contract Administrator authorizes the commencement of production, but shall not relieve the Contractor of the responsibility to comply with all the provisions of this specification.

E5.8 If approved as submitted, a sample will be deemed to be the first unit delivered under the Contract and payment will be made accordingly. If approved subject to changes or rejected, the sample will be returned at the expense of the Contractor and no payment will be made.