



THE CITY OF WINNIPEG

REQUEST FOR QUALIFICATION

RFQ NO. 828-2021

REQUEST FOR QUALIFICATION OF MOTOR REPAIR & REFURBISHMENT

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PART B - REQUEST FOR QUALIFICATION INFORMATION

B1. CONTRACT TITLE

B1.1 REQUEST FOR QUALIFICATION OF MOTOR REPAIR & REFURBISHMENT

B2. PURPOSE OF THE REQUEST FOR QUALIFICATIONS DOCUMENT

B2.1 The purpose of this Request for Qualifications (RFQ) is to identify experienced and capable Proponents to perform repair/rebuild of electrical motors within specific timelines.

B2.2 The City invites qualified individuals to submit a Qualification Submission in response to this RFQ.

B2.3 Proponents wishing to be qualified shall complete the Qualification Submission and the Qualification Questionnaire document.

B2.3.1 Additional pertinent information may be submitted to demonstrate qualifications more fully.

B2.4 Motors will be approximately 50-800 horsepower with operating voltages from 600-4160 volts. The full range of motor HP and voltage service capabilities is required. Only those prequalified under the specific requirements will be invited to provide service on a rotating basis and based on the required equipment to be repaired and/or rebuilt.

B2.5 Qualification of Proponents, to bid on prospective Work, shall not be construed as a commitment by the City to award contracts to any Proponent or to pay any costs incurred by the Proponent in preparing a response or otherwise in relation to this statement.

B2.6 The City reserves the right to contact owners, owner's representatives and/or consultants that have been identified as well as the references provided in this statement of qualification.

B2.7 The Proponent is obligated to inform the City, in a timely manner, of any changes to key personnel, ownership, bonding capability, financial position, insurance or any other information which may affect its pre-qualified status with the City.

B3. CONFIDENTIALITY

B3.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B3.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the RFQ to the media or any member of the public without the prior written authorization of the Contract Administrator.

B4. DISCLOSURE

B4.1 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.

B4.2 The Persons are:

- (a) Integrated Power Services (IPS), Provided general list of motor testing and repair capabilities performed on the listed motor range.

B5. CONFLICT OF INTEREST AND GOOD FAITH

- B5.1 Proponents, by responding to this RFQ, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B5.2 Conflict of Interest means any situation or circumstance where a Proponent or employee of the Proponent proposed for the Work has:
- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFQ process or the Work; or
 - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFQ process) of strategic and/or material relevance to the RFQ process or to the Work that is not available to other Proponents and that could or would be seen to give that Proponent an unfair competitive advantage.
- B5.3 In connection with its Bid, each entity identified in B5.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
 - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFQ process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
 - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B5.4 Without limiting B5.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B5.5 Without limiting B5.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its employees proposed for the Work.
 - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated.

- (c) disqualify a Proponent or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B5.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B5.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B6. ENQUIRIES

B6.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B6.2 Any Proponent who has questions as to the meaning or intent of any part of this document or who believes this document contains any error, inconsistency or omission should make an enquiry prior to the Submission Deadline requesting clarification, interpretation or explanation in writing to the Contract Administrator.

B6.3 If the Proponent finds errors, discrepancies or omissions in the document, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B6.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the RFQ will be provided by the Contract Administrator to all Proponents by issuing an addendum.

B6.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the RFQ will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B6.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B5 unless that response or interpretation is provided by the Contract Administrator in writing.

B6.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B7. ADDENDA

B7.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the RFQ, or clarifying the meaning or intent of any provision therein.

B7.2 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.

B7.3 Addenda will be available on the MERX website at www.merx.com.

B7.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B7.5 The Proponent should acknowledge receipt of each addendum on Form A: Qualification Submission.

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B7.6 Notwithstanding B6, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.1.

B8. CONFIDENTIALITY AND PRIVACY

B8.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the City. The Proponent shall not make any statement of fact or opinion regarding any aspect of the RFQ and any subsequent proposal to the media or any member of the public without the prior written authorization of the City.

B8.2 The protection of personal information and privacy will be fundamental aspects of the Project. Proponents shall comply with all applicable privacy legislation, including but not limited to the Personal Information Protection and Electronic Documents Act (Canada) ("PIPEDA"). In addition, Proponents are advised that the City is subject to The Freedom of Information and Protection of Privacy Act (Manitoba) ("FIPPA") and that the Contractor will be expected to comply with the obligations imposed upon the City pursuant to FIPPA.

B8.3 The Proponent is advised that any information contained in any Submission 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).

B8.4 All Qualification Submissions submitted to the City will be kept in confidence with the City for the sole purposes of evaluating and developing the best possible strategic option for the City. Qualification Submissions will become the property of the City. The City will have the right to make copies of all Submissions for its internal review process and to provide such copies to its staff and/or external advisors and representatives.

B8.5 The City reserves the right to post the names of the shortlisted Proponents on its website, or otherwise make this information public at the end of the RFQ selection process.

B8.6 All information will become and remain the property of the City; none will be returned. If the Submission contains any proprietary or trade secret information, said information must be indicated as such.

SUBMISSION INSTRUCTIONS

B9. SUBMISSION DEADLINE

B9.1 The Submission Deadline is 4:00 p.m. Winnipeg time, January 4, 2022

B9.2 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 B9.1.

B9.3 The City reserves the right to add or remove Proponents onto the pre-qualified Proponents list throughout the period of the Contract as specified in D2.1.

B10. QUALIFICATION COMPONENTS

B10.1 The Qualification Submission should consist of the following components:

- (a) Form A: Request for Qualification submission;
- (b) Form B: Qualification Questionnaire.

B10.2 All requirements of the RFQ should be fully completed or provided, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.

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B10.3 The Qualification shall be submitted electronically through MERX at www.merx.com.

B10.3.1 Qualifications will **only** be accepted electronically through MERX.

B10.4 Proponents are advised that inclusion of terms and conditions inconsistent with the RFQ document, including the General Conditions, will be evaluated in accordance with B14.1(a).

B11. QUALIFICATION SUBMISSION

B11.1 Further to B10.1(a), the Proponent shall complete Form A: Qualification Submission, making all required entries.

B11.2 Paragraph 2 of Form A: Qualification Submission shall be completed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted.
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted.
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted.
- (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B11.2.1 If the Submission is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B11.2.

B11.3 In Paragraph 3 of Form A: Qualification Submission, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of this RFQ.

B11.4 Paragraph 8 of Form A: Qualification Submission should be signed in accordance with the following requirements:

- (a) if the Proponent is sole proprietor carrying of business in his/her own name, it shall be signed by the Proponent.
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership.
- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers.
- (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B11.5 The name and official capacity of all individuals signing Form A: Qualification Submission should be printed below such signatures.

B11.6 If a Submission is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Submission, shall be both jointly and several.

B12. QUALIFICATION QUESTIONNAIRE

B12.1 The Proponent should complete Form B: Qualification Questionnaire giving a list of previously completed work, similar in nature, scope and value to the Work, in sufficient detail to demonstrate the Proponent's qualification to complete the Work.

B12.1.1 Further to B12.1, the Proponent should submit information in sufficient detail for the City to evaluate the qualifications of the Proponent (s) by providing:

- (ii) Names of key personnel.

- (iii) Experience in motor testing, repair, rewind, balancing, refurbishment.
- (iv) Number of years of experience.
- (v) References for recent projects of similar in size, scope and complexity.
 - (i) Each Reference should consist of the following:
 - ◆ Project name.
 - ◆ Location.
 - ◆ A brief description of the project.
 - ◆ Project value.
 - ◆ Company name (Owner).
 - ◆ Date of project completion; and
 - ◆ Contact name, telephone and e-mail address.
- (vi) Testing capabilities.

B13. QUALIFICATION

B13.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba.
- (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.

B13.2 The Proponent 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 <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>

B13.3 The Proponent shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work.
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract.
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba); and
- (d) be registered with the Workers' Compensation Board Manitoba and have workers compensation coverage, in accordance with C6.17.

B13.4 The Proponent shall submit proof satisfactory to the Contract Administrator or designate of their qualifications within five (5) Business Days from the request from the Contract Administrator and shall not be placed on the Prequalified Proponents List or commence any Work resulting from this Request for Qualifications until the Contract Administrator has confirmed receipt and approval of:

- (a) 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 as specified in;
- (b) evidence of the workers compensation coverage specified in D8.
- (c) evidence of the Workplace Safety and Health Program specified in D10; and

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(d) evidence of the insurance specified in D11.

B13.5 The Proponent is required to have experience with all the types of work identified in D2.2 and will only be invited to perform service work for which they have been prequalified.

B13.6 The Proponent shall provide, on the request of the Contract Administrator or designate, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B13.7 Further to B13, the Contract Administrator or designate, may require further qualification information in regards to the qualifications of key personnel when specific technical work is warranted.

B14. EVALUATION OF QUALIFICATIONS

B14.1 Evaluation of Qualification Submissions shall be based on the following criteria:

- (a) Completeness of responses to stated requirements.
- (b) Qualifications of key individuals.
- (c) Motor repair capabilities, experience.
- (d) Local (Winnipeg) resources; and
- (e) References.

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

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

B14.4 Further to B14.1(c) the City may reject the Qualification Submission as non-responsive if the motor repair capabilities, experience identified in the Qualification Questionnaire does not have the qualifications specified in B13 & Further to B14.1(d).

B14.5 Further to B14.1(d) and B14.1(e) the City may reject any Qualification Submission submitted by a Proponent whose local Winnipeg references are of a continuously disapproving nature or whose work experience is not consistent with the qualifications required to perform complete repair/rebuild of 50-800 HP motors locally (Winnipeg)

- (i) Reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B14.6 The City has full power to conduct an independent verification of information in any Submission received and generally pertaining to the qualifications and experience of the Proponent and any proposed members of its team.

B14.7 The City may request clarification from Proponents to assist in making its evaluations.

B15. OPENING OF QUALIFICATION SUBMISSIONS AND RELEASE OF INFORMATION

B15.1 Qualification Submissions will not be opened publicly.

B15.2 After evaluation, the names of the shortlisted Proponents and their address(es) will be available on the MERX website at www.merx.com.

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- B15.3 The Proponent is advised that any information contained in any Qualification Submission 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).
- B15.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Qualification Submission identified by the Proponent 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.
- B15.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.
- B15.5 During the term of the contract, the names of the Contractors and contract amounts for each project will be available on the MERX website at www.merx.com.

B16. ADDITIONAL PROPONENTS

- B16.1 The City of Winnipeg will accept and review applications from Proponents throughout the term of the contract.
- B14.1.1 A Proponent may request to be added to the list by requesting the Form A and Form B from the Contract Administrator as identified in D4.1.
- B16.2 Proponents will be evaluated against the same criteria as stated in B14.
- B16.3 Application review, approval and acceptance procedure may take up to thirty (30) Business Days to process.
- B16.4 For those Proponents applying outside of the formal Request for Qualifications process, there will be a thirty (30) Business Day waiting period after qualifications are completed and accepted before an invitation to quote will be provided.

B17. NOTIFICATION OF STATUS

- B17.1 All Proponents submitting this Qualification Submission shall be notified regarding the acceptability of their submission.
- B17.2 The Request for Qualification does not commit the City to award any contracts or to defray any costs incurred in the preparation and submission of data pursuant to this request.

B18. PROPONENT'S COSTS AND EXPENSES

- B18.1 Proponents are solely responsible for their own costs and expenses in preparing and submitting a Qualification Submission and participating in the RFQ, including the provision of any additional information or attendance at meetings.

B19. NO CONTRACT

- B19.1 By submitting a Qualification Submission and participating in the process as outlined in this document, Proponents expressly agree that no contract of any kind is formed under, or arises from this RFQ, and that no legal obligations will arise.
- B19.2 Although it is the intention of the City to establish a shortlist of Proponents to participate in the Tender stage of the procurement process, the City reserves the right and the full power to give notice in writing of any change to its Contract Administrator, amend any dates, schedules, limits and Scope of Work and any contract awarded, or to reject any and all Submissions, to launch a new or amended procurement process, or to decide that it will not issue a Tender, without incurring any liability in respect of costs or damages incurred by any Proponent or any member of a private sector team.

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- B19.3 Without limiting the generality of the foregoing, the City reserves the right and the full power to amend or cancel this RFQ, the procurement process or the Project at any time.
- B19.4 The City reserves the right to disqualify any Proponent whose submission, in the opinion of the City, contains false or misleading information.
- B19.5 Following the conclusion of the Request for Qualifications process, Proponents will be provided with information related to the evaluation of their submission upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

- C1.1 The *General Conditions for Supply of Services* are applicable to the Work of any Contract resulting from this Request for Qualifications.
- C1.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C1.2 A reference in the RFQ to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *Supply of Services*, these Supplemental Conditions are applicable to the Work of any Contract resulting from this Request for Qualifications.

D2. SCOPE OF WORK

D2.1 The Work to be done as a part of this RFQ is for the complete testing, repair and/or refurbishment of various motors ranging from 600-4160VAC and 50- 800 HP for the period from date of award to December 31, 2024. Work is to include but not limited to:

- (a) Testing: Vibration, high pot, insulation resistance, surge, insulation, run and thermal testing;
- (b) Repair/refurbishments: Assembly, balancing, alignment, cleaning, polishing, fabricating, machining, coating, lead replacement, greasing, bearing, baking and re-winding.
- (c) Detailed inspections and final report.
- (d) All work is required to be completed in-house locally (Winnipeg) with accurate time estimates prior to delivery. Work may include emergency repairs and rush work due to motor criticality and tight time constraints.
- (e) All services over the full HP and voltage range must be available and completed by the Contractor without sub-contracting out services.
- (f) Each motor repair/refurbishment is unique and will come with specific material, service and pick-up requirements that must be accepted prior to contracting work. Qualified contractors will be contacted on a rotation and skipped if service requirements cannot be met.

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

- (a) Motor testing;
- (b) Motor repair/refurbishment (up to and including motor re-wind).
- (c) Motor assessment/repair report.

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 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements

D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. SUSPENSION AND REMOVAL FROM THE PRE-QUALIFIED LIST

D3.1 Suspension and/or removal from the Pre-qualified list may be made by the Contract Administrator, at his/her sole discretion, for any failure on the part of the Contractor to meet any of the obligations in the work resulting from this Request for Qualification.

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D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:
Brent Soloway (Waste Water Services)
Electrical / Instrumentation Supervisor
Telephone No. 204-986-4155
Email Address. bsoloway@winnipeg.ca

D5. CONTRACTOR'S SUPERVISOR

- D5.1 At the pre-construction meeting, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D5.2 The Contractor shall identify his/her designated Supervisor and any contact persons to schedule the Work.
- D5.3 The Contractor shall notify the Contract Administrator of any changes to the persons listed in D4.1.

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D6.1 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.
- D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D6.3 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.
- D6.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

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. WORKERS COMPENSATION

- D8.1 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.

D9. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D9.1 Further to C6.27, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D10. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D10.1 Further to B13.4, the Contractor 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 B13.4.

D11. INSURANCE

D11.1 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) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause. Such liability policy to also contain contractual liability and products and completed to remain in place at all times during the performance of the Work and throughout the warranty period; and
- (b) Property of goods of others insurance in the amount of at least \$800,000.00.

D11.2 Deductibles shall be borne by the Contractor.

D11.3 The Contractor shall provide the Contract Administrator or the representative with a certificate of insurance of each policy, in a form satisfactory to the Contract Administrator no later than seven (7) Calendar Days from notification by the Contract Administrator. The said insurance shall be in place with the City, at all times during the performance of the Work and throughout the warranty period;

D11.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D11.5 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.

D12. DETAILED PRICES

D12.1 The Contractor shall provide the Contract Administrator with a detailed price breakdown after initial inspection and teardown of motor(s) prior to commencing any repair/refurbishment services.

D12.2 The Contractor shall state a detailed price breakdown with the work to be completed.

D12.3 Upon written approval by the Contract Administrator to proceed, repair/refurbishments service can commence.

D13. COMMENCEMENT

D13.1 The Contractor shall not commence any Work that results from this Request for Qualifications until:

- (a) the Contract Administrator or the representative 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 specified in B13.1;

- (ii) evidence of the workers compensation coverage specified in D8;
- (iii) evidence of the Workplace Safety and Health Program specified in D10;
- (iv) evidence of the insurance specified in D11.

D14. LIQUIDATED DAMAGES

- D14.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day agreed upon between the Contractor and the City for each assignment of Work, the Contractor shall pay the City three-hundred dollars (\$300) per Working Day for each and every Working Day following the hard motor completion delivery date requirement. Schedules are to include safety factors to account for unexpected delays.
- D14.2 The amount specified for liquidated damages in D14.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.
- D14.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D15. COVID-19 SCHEDULE DELAYS

- D15.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.
- D15.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D15.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D15.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in B14.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D15.5 The Work schedule, including the durations where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D15.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

D16. DEFICIENCIES

- D16.1 Further to C11.7, the Contract Administrator may order the Contractor to alter or improve his/her methods, to increase or improve his/her Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, performed satisfactorily; or
 - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.

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- D16.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C19.7, all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.
- D16.3 The City shall have the right to take possession of and use any of the Contractor's material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof.

MEASUREMENT AND PAYMENT

D17. INVOICES

- D17.1 Further to C12, the Contractor shall submit an invoice for each portion of work performed delivered to:

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

Facsimile No.: 204 949-0864

Send Invoices to CityWpgAP-INVOCES@winnipeg.ca

Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca

- D17.2 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.
- D17.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D17.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B10.3.**

D18. PAYMENT

- D18.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D18.2 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf

WARRANTY

D19. WARRANTY

- D19.1 Notwithstanding C11, the warranty period shall begin on the date after motor delivery and shall expire after (30) Calendar Days. The warranty includes labour and all components as part of the original motor to be free of defects. Any part of the motor that fails within the first thirty (30)

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Calendar Days will be covered under warranty unless extended to pursuant to C11.3, in which case it shall expire when provided for thereunder.

- D19.2 Further to C13, 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.

PART E - SPECIFICATIONS

GENERAL

E1. ASSIGNMENT OF WORK

- E1.1 When Work is required, the Contract Administrator and/or designate will contact the Contractor on the Pre-qualified list on a rotating basis.
- E1.1.1 Contractors must provide 24/7 contact information.
- E1.1.2 Only Contractors qualified under this Request for Qualifications will be invited on a rotating basis. If the first Contractor does not respond, or cannot meet the timeline, the next Contractor will be contacted until there is an acceptance.
- E1.1.3 The Contract Administrator or designate shall provide details of the Work including but not limited to the following:
- (a) Number of motors for repair/refurbishment
 - (b) Motors details: manufacturer, model, S/N, voltage, HP
 - (c) Location of motors
 - (d) Motor tags, identifiers
 - (e) Required delivery (work completion) date
 - (f) Known problems.
- E1.1.4 The Contractor may attend the site to assess equipment requirements, prior to accepting the Work. No claim for payment will be available should the Contractor be unable to accept the Work.
- E1.1.5 Upon accepting the motor repair/refurbishment requirements, the Contractor will be required to maintain the agreed upon schedule.