



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 201-2012

**PROVISION OF BUILDING COMMISSIONING SERVICES FOR THE WINNIPEG
POLICE SERVICE HEADQUARTERS AT 266 GRAHAM AVENUE (FORMER
CANADA POST BUILDING)**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF BUILDING COMMISSIONING SERVICES FOR THE WINNIPEG POLICE SERVICE HEADQUARTERS AT 266 GRAHAM AVENUE (FORMER CANADA POST BUILDING)

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, May 9, 2012.

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

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

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Bidder should attend a Site meeting at 10:30 a.m. on April 16, 2012.

B3.1.1 Bidders should meet at the Smith Street Caspian employee entrance at 266 Graham Avenue, Winnipeg, Manitoba.

B3.2 Due to the security sensitive nature of the project, only Bidders who pass security clearance requirements specified in B3.3 will be able to participate in the Site Investigation.

B3.2.1 Bidders must register by contacting the Contract Administrator identified in D4,

B3.3 A Winnipeg Police Services Level One Security Clearance will be conducted prior to the Site Investigation.

B3.3.1 The Bidder must provide the following information:

B3.3.2 The full name, date of birth and home address of the individual attending before noon Winnipeg time the day prior to the Site Investigation by email to the Contract Administrator

B3.4 Bidders are advised that the Site is under construction and they are required to bring and wear the following personal protective equipment (PPE):

- (a) Safety Glasses;
- (b) Steel Toe Boots;
- (c) Hard Hat; and
- (d) Safety Vest.

B3.4.1 The City may have some safety glasses, hard hats and safety vests available for use at the Site. Bidders should advise the Contract Administrator if they anticipate needing to use City furnished PPE, when registering for the site investigation.

B3.5 Bidders are advised that attendance at the Site Investigation is not mandatory, but is strongly recommended, as access to the Site is restricted.

B3.6 Bidders are advised that the taking of photographs or video recordings is prohibited during the Site Investigation.

B3.7 The Bidder shall not be entitled to rely on any information or interpretation received at the Site Meeting 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 D2.1.
- B4.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B4.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.
- B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B4.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B4.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. CONFIDENTIALITY

- B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

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

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B7.6.1 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/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B20.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B7.10 Notwithstanding B7.2 to B7.9 and in accordance with B8.5, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B20.1(a).

B8. PROPOSAL SUBMISSION

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices;
 - (c) Experience of Building Commissioning Manager and Team; and
 - (d) Building Commissioning Methodology and Plan.

- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Proposal 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, to constitute a responsive Proposal.
- B8.3.1 Bidders should submit one (1) unbound original (marked "original") and five (5) copies.
- B8.4 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, including the General Conditions, will be evaluated in accordance with B20.1(a).
- B8.6 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B8.6.1 Samples or other components of the Proposal which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B8.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.8 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B9. PROPOSAL

- B9.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her 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/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.
- B9.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her 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/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B9.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B9.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal and the Contract, when awarded, shall be both joint and several.

B10. PRICES

B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B10.1.1 Prices shall include an allowance for Allowable Disbursements, but shall exclude the costs of any materials testing.

B10.1.2 Notwithstanding C11.1.1, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. QUALIFICATION

B11.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B11.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B11.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) provide proof satisfactory to the Contract Administrator the Security Clearances as identified in Appendix A

B11.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B11.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B12. EXPERIENCE OF BIDDER

B12.1 The Proposal should include details demonstrating the history and experience of the Bidder in providing building commissioning services on up to three projects of similar size and complexity.

B12.2 For each project listed B12.1, the Bidder should submit:

- (a) description of the project;
- (b) role of the Bidder;
- (c) project's final construction cost;
- (d) project owner;
- (e) reference information (two current names with telephone numbers per project).

B12.3 Where applicable, information should be separated into Bidder and Subcontractor.

B12.4 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Bidder and all Subcontractors.

B13. EXPERIENCE OF KEY PERSONNEL (BUILDING COMMISSIONING MANAGER AND TEAM)

B13.1 The Proposal should include:

- (a) details of the experience and qualifications of the key personnel assigned to the project for projects of comparable size and complexity;
- (b) educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in building commissioning, and years of experience with existing employer.
- (c) roles of each of the key personnel in the Project identified in an organizational chart;

B13.1.1 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B12, provide only the project name and the role of the key person.

B13.1.2 For other projects provide the following:

- (a) description of project;
- (b) role of the key person;
- (c) project owner;
- (d) reference information (two current names with telephone numbers per project).

B14. BUILDING COMMISSIONING METHODOLOGY AND PLAN

- B14.1 Describe your firm's approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Bidder will use in the delivery of these Services.
- B14.2 Methodology should be presented in accordance with the Scope of Work identified in D2.
- B14.3 Describe the collaborative process/method to be used in the various phases of the commissioning.
- B14.4 Proposals should address understanding of the broad functional and technical requirements and any other issue that conveys your understanding of the requirements.
- B14.5 Proposal should include an list and brief description of any additional services the Bidder proposes to be required to perform a thorough commissioning of the Winnipeg Police Services Headquarters
- B14.6 For each person identified in B13, list the time, in hours, to be dedicated to the Project in accordance with the Scope of Services identified in D2.**

B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B15.1 Proposals will not be opened publicly.
- B15.2 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 Division website at <http://www.winnipeg.ca/matmgt/>
- B15.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.
- B15.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B16. IRREVOCABLE OFFER

- B16.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B17. WITHDRAWAL OF OFFERS

- B17.1 A Bidder may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B17.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B17.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

- B17.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
 - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
 - (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Proposal withdrawn.

B17.2 A Bidder who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B16.2 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.

B18. INTERVIEWS

B18.1 The Contract Administrator may, in his/her sole discretion, interview Bidders during the evaluation process.

B19. NEGOTIATIONS

B19.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B19.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

B19.3 If, in the course of negotiations pursuant to B19.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Bidder from the Proposal as originally submitted.

B20. EVALUATION OF PROPOSALS

B20.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11: (pass/fail);
- (c) Total Bid Price; 40%;
- (d) Experience of Bidder 10%;
- (e) Experience of Key Personnel (Building Commissioning Manager and Team) 20%;
- (f) Building Commissioning Methodology and Plan 30%;
- (g) economic analysis of any approved alternative pursuant to B7;

B20.2 Further to B20.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal 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 Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

- B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his/her Proposal or in other information required to be submitted, that he/she is responsible and qualified.
- B20.4 Further to B20.1(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.
- B20.4.1 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.
- B20.4.2 Further to B20.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B20.4 Further to B20.1(d), Experience of Bidder will be evaluated considering the information submitted in response to B12.
- B20.5 Further to B20.1(f), Experience of Key Personnel (Building Commissioning Manager and Team) will be evaluated considering the information submitted in response to B13.
- B20.6 Further to B20.1(f), Building Commissioning Methodology and Plan will be evaluated considering the information submitted in response to B14.
- B20.7 The evaluation will be performed by representatives from the City's Project Team which includes City personnel and a qualified advisor external to the City. The external advisor will be bound by a Confidentiality Agreement to protect the interests of Bidders.
- B20.8 This Contract will be awarded as a whole.
- B20.9 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B20.1(a) and B20.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B21. AWARD OF CONTRACT

- B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B21.2 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 Proposals are determined to be responsive.
- B21.2.1 Without limiting the generality of B21.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B21.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.
- B21.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

- B21.4 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B21.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for Supply of Services*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 In addition to the *General Conditions*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of the Provision of Building Commissioning Services for the Winnipeg Police Service Headquarters at 266 Graham Avenue (former Canada Post Building).
- D2.2 The major components of the Work are as follows:
- (a) Heating, Ventilation Air Conditioning Systems and Fume Hoods;
 - (b) Electrical, Power, Lighting Systems, Electric Blinds, Overhead Doors and Elevators;
 - (c) Mechanical Plumbing Systems;
 - (d) Telecommunication Systems, Building Security, Alarm, Computerized Card Access Control System, CCTV (Closed Circuit Television) and Video Recording Systems;
 - (e) Building Automation Systems;
 - (f) Fire/Life Safety;
 - (g) Interior Systems i.e. Forensic Lab Units, 911 Communication Centre [Public Safety Answering Point (PSAP) Requirements]; and
 - (h) Any other systems required to complete a successful full commissioning of the Winnipeg Police Services Headquarters facility.

D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
- (a) "**Allowable Disbursements**" means the cost of out of town travel and related meals and accommodations, specialized software, rental rates for specialized equipment, drilling, sampling, laboratory testing and any other out-of-pocket expenses, excluding normal overhead, directly related to the Work. Overhead shall include any items included in day to day operations and shall include, but not be limited to, computer costs, communication costs, digital photography, administrative fees and items incidental to the Work, except as provided herein, and is expressly excluded.

D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:
- Randy Benoit
Inspector, Winnipeg Police Service
Telephone No. 204-986-7606
Email: rbenoit@winnipeg.ca
- D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D4.3 Bids Submissions must be submitted to the address in B8.8

D5. CONTRACTOR'S SUPERVISOR

D5.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.

D5.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D6. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D6.1 Further to C6.24, Caspian Projects Inc. is 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).

D7. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

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

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

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

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

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

D8. NOTICES

D8.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer

Facsimile No.: 204- 949-1174

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

D9.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor

does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D10. SAFE WORK PLAN

D10.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D10.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgmt/safety/default.stm>

D11. INSURANCE

D11.1 The City shall provide and maintain the following Project Insurance coverage:

- (a) Broad Form Builder's Risk Insurance, including testing and commissioning, in the amount of one hundred percent (100%) of the Total Project cost;
- (b) Wrap-Up Liability s Insurance in an amount of no less than twenty five million dollars (\$25,000,000).

D11.2 The Contractor shall be responsible for deductibles up to \$50,000.00 maximum any one loss.

D11.3 The City shall carry such insurance to cover all parties engaged in the Work in this Contract.. Provision of this insurance by the City of Winnipeg is not intended in any way to relieve the Contractor from his obligations under the terms of the Contract. Specifically, losses relating to deductibles for insurance, as well as losses in excess of limits of coverage and any risk of loss that is not covered under the terms of the insurance provided by the City of Winnipeg remains.

D11.4 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$10,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$5,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.

D11.5 Deductibles shall be borne by the Contractor.

D11.6 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D11.7 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D11.8 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D12. DETAILED WORK SCHEDULE

- D12.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site.
- D12.2 The detailed work schedule shall consist of the following:
- (a) a critical path method (C.P.M.) schedule for the Work;
 - (b) a Gantt chart for the Work based on the C.P.M. schedule; and
 - (c) a daily manpower schedule for the Work
- all acceptable to the Contract Administrator.
- D12.3 Further to D12.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path:
- D12.4 Further to D12.2(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.
- D12.5 Further to D12.2(c), the daily manpower schedule shall list the daily number of individuals on the Site for each trade.

SCHEDULE OF WORK

D13. COMMENCEMENT

- D13.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D13.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D9;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) the Safe Work Plan specified in D10;
 - (iv) evidence of the insurance specified in D11;
 - (v) the detailed work schedule specified in D11.1.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D13.3 The Contractor shall commence the Work within seven (7) Calendar Days of receipt of the notice of award.

D14. TOTAL PERFORMANCE

- D14.1 The Contractor shall achieve Total Performance within ninety (90) consecutive Calendar Days of the total performance of the work of the construction contract for the Winnipeg Police Service Headquarters at 266 Graham Avenue.
- D14.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D14.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

MEASUREMENT AND PAYMENT

D15. INVOICES

D15.1 Further to C11, the Contractor shall submit an invoice for each portion of work performed to:

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

Facsimile No.: 204- 949-0864

Email: CityWpgAP@winnipeg.ca

D15.2 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.

D15.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D15.4 Bids Submissions must be submitted to the address in B8.8

D16. PAYMENT

D16.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D17. PAYMENT SCHEDULE

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

WARRANTY

D18. WARRANTY

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

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 The following are applicable to the Work:
- E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7.

E2. SERVICES

- E2.1 The Services shall include full Commissioning for the Winnipeg Police Headquarters facility, including:
 - (a) Heating, Ventilation, Air Conditioning Systems and Fume Hoods;
 - (b) Electrical, Power, Lighting Systems, Electric Blinds, Overhead Doors and Elevators;
 - (c) Mechanical Plumbing Systems;
 - (d) Telecommunication Systems, Building Security, Alarm, Computerized Card Access Control System, CCTV (Closed Circuit Television) and Video Recording Systems;
 - (e) Building Automation Systems;
 - (f) Fire/Life Safety;
 - (g) Interior Systems i.e. Forensic Lab Units, 911 Communication Centre [Public Safety Answering Point (PSAP) Requirements]; and
 - (h) Any other systems required to complete a successful full commissioning of the Winnipeg Police Services Headquarters facility.
- E2.2 The Contractor shall:
 - (a) develop a procedure to verify and provide relevant documentation that the facility and its systems meet the requirements of the Winnipeg Police Service;
 - (b) validate and report that the facility systems are installed, tested and capable of being operated and maintained to perform in accordance with the Specifications and Drawings and meet the design intent;
 - (c) review design documents to ensure achievement of Program of Requirements;
 - (d) review shop drawings;
 - (e) periodic site observations throughout the construction phase of the project;
 - (f) provide feedback on design throughout the design and construction phase of the project;
 - (g) liaise with the team of consultants, sub-consultants, general contractors and sub-contractors responsible for the design and renovation of the facility;
 - (h) review Specifications and Drawings in order to establish if the building systems will operate, or are operating, in accordance with the design;
 - (i) witness and verify tests during construction phase of the project;
 - (j) observe equipment testing;
 - (k) observe functional performance testing of all systems and equipment;
 - (l) perform appropriate tests and measurements for conformity;
 - (m) evaluation of training delivered by contractors (building systems and equipment); andprovide a permanent record of the building commissioning work undertaken.

APPENDIX A SECURITY CLEARANCE

1. SECURITY CLEARANCE

1.1 The City will conduct a Security Clearance Check, for any individual proposed to perform Work under the Contract at Winnipeg Police Service facilities.

1.2 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.

1.3 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, and telephone numbers 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	

- (b) A list of names, addresses, dates of birth, and telephone numbers of four closest friends. Include information indicating when, where and how they met. The list should be typed in the following format:

Joseph James SMITH	Dob: 46 Aug 4 (best friend)
789 Anywhere Street	555-5555
Winnipeg, Manitoba	
When they met:	
Where they met:	
How they 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 or social insurance number (SIN).
 - (i) Photocopies of the identification must be legible, signed as true copies and witnessed by the contact person stated on Paragraph 3 of Form A: Bid.
- (f) A completed Form P-608: Security Clearance Check authorization form.
 - (i) Signature of Witness shall be signed by the contact person stated on Paragraph 3 Form A: Bid.

1.4 Each individual shall submit the required information and form 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.

- 1.5 Any individual for whom a satisfactory Level Two Security Clearance is not obtained will not be permitted to perform any Work within Winnipeg Police Service facilities.
- 1.6 Any satisfactory Security Clearance obtained thereby will be deemed valid for one (1) year from the date of clearance, subject to a repeated Security Clearance Check as hereinafter specified.
 - (a) Each individual doing Work in a Winnipeg Police Service Facility shall provide photo identification upon entry, in order that their Level Two security clearance can be verified.
- 1.7 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 Service Facilities.
- 1.8 Any individual who fails to obtain a satisfactory Security Clearance Check may request reconsideration by writing to:
 - Winnipeg Police Service
 - Division 30
 - Service Security
 - Attn: Service Security Officer
 - 151 Princess Street
 - Winnipeg, Manitoba
 - R3B 1L1

