



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 988-2013

**MAINTENANCE OF PETROELUM HANDLING SYSTEMS FOR TRANSIT
DEPARTMENT**

TABLE OF CONTENTS

PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	3

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	2
B6. Addenda	2
B7. Substitutes	2
B8. Bid Submission	3
B9. Bid	4
B10. Prices	5
B11. Qualification	5
B12. Opening of Bids and Release of Information	6
B13. Irrevocable Bid	6
B14. Withdrawal of Bids	6
B15. Evaluation of Bids	7
B16. Award of Contract	7

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	1
D4. Contract Administrator	1
D5. Contractor's Supervisor	1
D6. Ownership of Information, Confidentiality and Non Disclosure	2
D7. Notices	2

Submissions

D8. Authority to Carry on Business	2
D9. Insurance	2

Control of Work

D10. Commencement	3
D11. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	3
D12. The Workplace Safety and Health Act (Manitoba) – Qualifications	3
D13. Safety	3
D14. Site Cleaning	4
D15. Inspection	4
D16. Orders	4
D17. Records	4

Measurement and Payment

D18. Invoices	5
D19. Payment	5
D20. Purchasing Card	5

Warranty

D21. Warranty	6
---------------	---

PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. Services	1

PART F - SECURITY CLEARANCE

F1. Security Clearance	1
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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 MAINTENANCE OF PETROELUM HANDLING SYSTEMS FOR TRANSIT DEPARTMENT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, December 18, 2013.

B2.2 Bids 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 may make an appointment to view the Site by contacting the Contract Administrator.

B3.2 The Bidder is advised that an Operation and Maintenance Manual describing maintenance requirements for much of the petroleum handling equipment will be available at the site for viewing by the Bidder.

B3.3 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B3.4 The Bidder is responsible for determining:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the nature of the surface and subsurface conditions at the Site;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect his/her Bid or the performance of the Work.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall 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 Bid Opportunity 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 Bid Opportunity 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. The use and disclosure of the confidential information shall not apply to information which:

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

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

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 Bid Opportunity, 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 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B7. SUBSTITUTES

B7.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.

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 Contract;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.

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 B15.

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 Bid Opportunity document shall be evaluated in accordance with B15.1(a).

B8. BID SUBMISSION

B8.1 The Bid shall consist of the following components:

- (a) Form A: Bid;
- (b) Form B: Prices;

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 Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.

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 Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B15.1(a).

B8.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.

B8.7 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B8.7.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.

B8.8 If the Bid is submitted by facsimile transmission, it shall be submitted to 204 949-1178

B8.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B8.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B9. BID

B9.1 The Bidder shall complete Form A: Bid, making all required entries.

B9.2 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/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 Bid 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: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B9.4 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/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: Bid should be printed below such signatures.

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

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 Notwithstanding C11.1.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- 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) upon request of the Contract Administrator, obtain Security Clearances in accordance with PART F - .
 - (e) be a licensed petroleum contractor and have a valid Technician's License issued by Manitoba Conservation for Construction/Alteration of Petroleum Storage and Handling Systems.
- B11.4 Further to B11.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>)

B11.5 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.

B11.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B12. OPENING OF BIDS AND RELEASE OF INFORMATION

B12.1 Bids will not be opened publicly.

B12.2 Following the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B12.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

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

B13. IRREVOCABLE BID

B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B13.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B14. WITHDRAWAL OF BIDS

B14.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B14.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B14.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B14.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Bid until after the Submission Deadline has elapsed;

- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B14.1.3(b), declare the Bid withdrawn.

B14.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B13.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B15. EVALUATION OF BIDS

B15.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B7;

B15.2 Further to B15.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B15.3 Further to B15.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.

B15.4 Further to B15.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B15.4.1 Further to B15.1(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.

B16. AWARD OF CONTRACT

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

B16.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B16.2.1 Without limiting the generality of B16.2, the City will have no obligation to award a Contract where:

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

- B16.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B15.
- B16.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B16.4 Notwithstanding C4.1, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B16.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for 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 Bid Opportunity 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.

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist the maintenance of diesel fuel and gasoline storage and dispensing systems and waste oil collection and storage systems at the Osborne Street Garage, Main Street Garage and 600 Brandon Street Facilities for the period from January 1, 2014 until December 31, 2014, with the option of four (4) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on January 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.2 The 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 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Alex Vecherya, C.E.T.
Supervisor of Facilities Maintenance
Transit Department

Telephone No. 204 986-5812

E-mail avecherya@winnipeg.ca

D4.2 Bids Submissions must be submitted to the address in B8.7.

D4.3 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.

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. 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 D6 may be determined to be in breach of Contract.

D7. NOTICES

D7.1 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

D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 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.

D9. INSURANCE

D9.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work and throughout the warranty period;

- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D9.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D9.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D9.6 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

CONTROL OF WORK

D10. COMMENCEMENT

D10.1 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.

D10.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the workers compensation coverage specified in C6.14; and
 - (iii) evidence of the insurance specified in D9.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- (c) The Contractor shall not commence the Work on the Site before January 01, 2014

D11. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D11.1 Further to C6.23, 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).

D12. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D12.1 Further to B11.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B11.4.

D13. SAFETY

D13.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

- D13.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.
- D13.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
 - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
 - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
 - (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
 - (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
 - (f) fire hazards in or about the Work are eliminated.

D14. SITE CLEANING

- D14.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other contractors.
- (a) As the Work progresses, the Contractor shall remove any Plant and Material not required for the performance of the remaining Work. He shall also remove waste and debris other than that caused by the City or other contractors, and leave the Site and the Work clean and suitable for occupancy by the City unless otherwise specified.

D15. INSPECTION

- D15.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.
- D15.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

D16. ORDERS

- D16.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D17. RECORDS

- D17.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D17.2 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) service date(s); and
 - (d) description and quantity of services provided.

D17.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D18. INVOICES

D18.1 Further to C11, 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
Email: CityWpgAP@winnipeg.ca

D18.2 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.

D18.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D18.4 Bids Submissions must be submitted to the address in B8.7.

D19. PAYMENT

D19.1 Further to C11, payment shall be in accordance with the following payment schedule:

- (a) Payment for preventative maintenance shall be on a monthly basis. Payment will be made on receipt of invoice plus a completed monthly maintenance activity check off sheet.
- (b) Payment for unscheduled repair work will be made on a monthly basis. Payment will be made on receipt of invoice for completed work based on labour rates and mark-ups quoted.

D19.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D20. PURCHASING CARD

D20.1 The Contractor shall allow Users to charge items to their purchasing cards at no extra cost.

D20.2 The Contractor's credit card website/gateway shall have appropriate current Payment Card Industry Data Security standards (PCI DSS) certification, (<https://www.pcisecuritystandards.org/index.shtml>). The credit card gateway shall meet the credit card data security requirements outlined by the Payment Card Industry Security Standards Council (PCI SSC) for service providers and/or software vendors.

WARRANTY

D21. WARRANTY

D21.1 Warranty is as stated in C12.

D21.1.1 Any equipment installed under the contract as extra work or unscheduled repair shall be warranted for a minimum one (1) year period from the date of installation.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Spec/default.stm>
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.3 Further to C2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.4 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
--------------------	---------------------------

0729720100-DWG-M0003	Osborne Street Garage – Diesel Fuel and Waste Oil Flow Schematic
0729720100-DWG-G0001	Osborne Street Garage – Site Plan
0729720100-DWG-M0001	Main Street Garage – Flow Schematic
0729720100-DWG-G0002	Main Street Garage – Site Plan

- E1.5 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 Work to be done under the Contract shall consist of maintenance of the diesel fuel and gasoline storage and dispensing systems and waste oil collection and storage systems at the Osborne Street Garage and maintenance of the diesel fuel storage and dispensing system and waste oil collection and storage system at the Main Street Garage.
- E2.2 Work required in respect of recently installed equipment is described to some degree in the maintenance manuals which will be provided to the successful Contractor by the Contract Administrator.
- E2.2.1 Information on existing older dispensing nozzle and hose systems at both garages and older diesel fuel filters at the Osborne Garage are not included in the maintenance manuals.
- E2.3 The Contractor must be available on an on-call basis for repair of failed equipment.
- E2.3.1 Response time to be within 90 minutes.
- E2.4 Refer to the attached drawings for locations and schematics of the systems to be maintained.
- E2.5 The major equipment components to be maintained include the following:
- (a) Four (4) diesel fuel storage tanks;
 - (b) One (1) gasoline storage tank;
 - (c) Five (5) diesel fuel dispensing pumps;
 - (d) One (1) gasoline dispensing pump;

- (e) Seven (7) diesel fuel flow meters;
 - (f) Two (2) diesel fuel filters;
 - (g) One (1) gasoline flow meter;
 - (h) Fuel piping systems, including shut off valves, check valves, motorized valves, pressure relief valves, fusible link valves, flexible connectors, strainers, fittings, etc.
 - (i) Four (4) air driven waste oil pumps and one (1) air driven waste fuel pump
 - (j) Air piping with filter-regulators, shut off valves and solenoid valves;
 - (k) Two (2) waste oil tanks with pump out connections, etc.
 - (l) Waste oil and waste fuel piping with valves, fittings, dry break adaptors, flexible connectors, etc.
 - (m) Fifteen (15) fuel dispensing nozzles with hoses, piping, valves and fittings;
 - (n) Diesel fuel dispensing building;
 - (o) Electrical power supplies and controls associated with the fuel handling systems,
 - (p) Veeder-Root TLS-300 fuel monitoring console'
 - (q) Adjustment of equipment as required.
- E2.6 The Contractor shall prepare maintenance activity check off sheets for use during the course of the Contract.
- E2.6.1 The sheet shall indicate all maintenance activities required under the Contract and indicate the frequency of each.
- E2.6.2 The sheet shall have space for inserting the date each activity is completed along with the initials of the individual completing the Work.
- E2.6.3 Check off sheets shall be submitted to the Contract Administrator for approval prior to use.
- E2.6.4 Sheets shall be to the satisfaction of the Contract Administrator.
- E2.6.5 Provide separate check off slots for each of the diesel fuel tanks and pumps and each of the waste oil tanks and pumps.
- E2.6.6 Provide separate check off sheet packages for each of the Main Street and Osborne Street Garages
- E2.7 The Contractor shall supply and pay for all required lubricants of the type indicated in the maintenance manuals
- E2.7.1 The Contractor shall supply all other maintenance materials required which shall be paid for by the City on submission of proper invoices.
- E2.8 Upon Contract Administrator's approval, the Contractor shall carry out repair of equipment and system breakdowns.
- E2.8.1 The Contractor shall provide the Contract Administrator with a quotation for the required work for approval prior to commencing the work.
- E2.8.2 The Contractor shall provide all required materials (if not stocked by the City) and labour.
- E2.8.3 Repair of breakdowns shall be paid by the City as extra work.
- E2.8.4 Labour rates and mark-ups will be as per the unit costs quoted in Form "B: PRICES".
- E2.9 Repairs and maintenance work must be carried out in an expedient manner.
- E2.9.1 The bus fuelling operations must not be interfered with and fuelling system operations must be available at the scheduled fuelling periods.

- E2.10 Check with operating personnel during weekly site visits to determine any repair or adjustment requirements.
- E2.11 Preventative maintenance work shall include but not be limited to the activities listed on the following table:

Item No	Equipment Description and Maintenance Involved	Week	Month	6 Month	Year
1.	Diesel Fuel Vaults (4 of):				
	a. Emergency Vent: <i>Ensure cover lifts freely and is not obstructed by snow and ice.</i>	X			
	b. Normal Vent Opening: <i>Ensure vent is not plugged by ice, snow or debris.</i>	X			
	c. Tank Water Draw-off: <i>Inspect for water at the bottom of the tank with gauge stick and water paste. Remove water as required and record level on check sheet.</i>			X	
	d. Interstitial Space Inspection Hatch/Emergency Vent: <i>Ensure that vent moves freely and no liquid is leaking from the primary tank.</i>	X			
	e. Stair: <i>Ensure all connections are tight.</i>				X
	f. Bottom Openings: <i>Ensure no leaks.</i>	X			
	g. Containment: <i>Ensure no breaching of primary or secondary containment.</i>	X			
	h. Overfill Protection Device: <i>Test to ensure proper operation during fill operation.</i>			X	
	i. Paint: <i>Clean. Inspect for paint chips and scratches and repair.</i>				X
	j. Anti siphon shut-off valves: <i>Check valve, actuator, actuator thermostat and heater operation. Ensure valve strokes fully closed. Check for leaks and damaged or missing components.</i>				X
2.	Recycoil (Waste Oil) Tank (2 of)				
	a. Emergency Vent: <i>Ensure cover lifts freely and is not obstructed by snow and ice.</i>	X			
	b. Normal Vent Opening: <i>Ensure vent is not plugged by ice, snow or debris.</i>	X			
	c. Interstitial Space – Inspection Hatch/Emergency Vent: <i>Ensure that vent moves freely and no liquid is leaking from the primary tank.</i>		X		
	d. Stair: <i>Ensure all connections are tight.</i>				X
	e. Paint: <i>Clean. Inspect for paint chips and scratches and repair.</i>				X
3.	Veeder-Root TLS Console: <i>Ensure working properly and no alarm conditions.</i>	X			
4.	Liquid Controls Strainers: <i>Check and Clean (annually or when pressure drop is excessive).</i>				X

5.	Liquid Controls M/MA Meters: <i>Check the integrity of all pressure containing and safety related components and proper meter operation.</i>				X
6.	Existing Diesel Fuel Filters: <i>Check for leaks, drain condensate and change filter elements as required.</i>				X
7.	Liquid Controls Air And Vapour Eliminators: <i>Check for liquid leaks at discharge and for proper operation.</i>		X		
Item No	Equipment Description and Maintenance Involved	Week	Month	6 Month	Year
8.	Veeder-Root Series 7886 & series 7887 meter registers: <i>Check for proper operation.</i>	X			
9.	Veeder-Root Series 7886 & series 7887 meter registers: <i>Clean and service..</i>				X
10.	Gasoline Storage Tank and Accessories:				
	a. Emergency Vent: <i>Ensure cover lifts freely and is not obstructed by snow and ice.</i>	X			
	b. Normal Vent Opening: <i>Ensure vent is not plugged by ice, snow or debris.</i>	X			
	c. Tank Water Draw-off: <i>Inspect for water at the bottom of the tank with gauge stick and water paste. Remove water as required and record level on check sheet.</i>			X	
	d. Interstitial Space – Inspection Hatch/Emergency Vent: <i>Ensure that vent moves freely and no liquid is leaking from the primary tank.</i>	X			
	e. Stair: <i>Ensure all connections are tight.</i>				X
	f. Bottom Openings: <i>Ensure no leaks.</i>	X			
	g. Containment: <i>Ensure no breaching of primary or secondary containment</i>	X			
	h. Overfill Protection Device: <i>Test to ensure proper operation during fill operation.</i>			X	
	i. Paint: Clean: <i>Inspect for paint chips and scratches and repair.</i>				X
	j. Gasboy Model 725 Electric Pump: <i>Check filter and strainer, clean or replace as required. Clean by-pass assembly. Clean dial face.</i>			X	
11.	Husky 1040 Air-operated Diaphragm Waste Oil Pumps: <i>Lubricate air valve, flush pump. Tighten threaded connections including manifold screws, plugs and air valve screws.</i>		X		
12.	Waste Oil Level Alarm and Alarm Panel – Westeel HL-1000 Level Alarm Control: <i>Check operation.</i>			X	
13.	Trerice Pressure Gauge: <i>Inspect and replace if broken or inaccurate.</i>				X
14.	ASCO Solenoid Valves: <i>Check operation.</i>			X	
15.	2000 Piggyback Air Filter-regulator: <i>Check operation. Check filter and replace as necessary.</i>			X	
16.	Flexible Line, Flexible Connectors: <i>Check for Flexibility, kinks and leaks.</i>			X	

Item No	Equipment Description and Maintenance Involved	Week	Month	6 Month	Year
17.	P-5 Hydrostatic Level Gauge: <i>Check operation and zero gauge pointer.</i>			X	
18.	Wedge Gate Valve: <i>Examine stem for cleanliness and lubrication, cycle valve and check stem packing for leakage, grease bonnet fitting and examine body to bonnet connection for leakage through gasket, clean valve.</i>				X
19.	Viking Lid-ease Basket Type Line Strainer: <i>Inspect and clean (annually or when pressure drop is excessive).</i>				X
20.	Drip Pan: <i>Clean and check for leaks.</i>				X
21.	OPW D2000 Actuator Valve, OPW 1600 AN Series Adaptor: <i>Check for proper operation and leaks.</i>				X
22.	Piping and Fittings: <i>Check for leaks and damaged or missing components.</i>	X			
23.	Miscellaneous Valves, Beric Gate Valve, Morrison Emergency Valve, Brass Ball Valves: <i>Check for operation, missing or damaged components and check for leakage.</i>				X
24.	Dixon-Andrews Boss Lock Type A Adaptor and Dust Cap: <i>Check for operation and check for cleanliness and leaks. Replace gaskets if needed.</i>				X
25.	Goodyear Waste Oil Suction Hose: <i>Check for kinks, cracks and leaks and replace if necessary.</i>				X
26.	Rotary Gear Type Diesel Fuel Pumps:		X		
	a. <i>Check for operation and leaks, adjust pressure if required. Lubricate.</i>		X		
	b. <i>Adjust rotor end clearance. Remove head and examine internal parts.</i>				X
27.	Electrical and Control Wiring and Equipment: <i>Check for damage and operation. Clean panels and tighten connections as needed.</i>				X
28.	Dispensing Nozzles and Hoses: <i>Check hoses for cracks and leaks, check nozzles for proper operation and shut-off.</i>		X		

E2.12 Completed check off sheets for the Osborne Street Garage shall be submitted to the Superintendent of Bus Servicing.

E2.13 Completed check off sheets for the Main Street Garage shall be submitted to the Maintenance Supervisor of the Main Street Garage.

E3. EXISTING SERVICES

E3.1 Notify the Contract Administrator of intended interruption of services and obtain required permission.

E3.2 Where work involves breaking into or connecting to existing services, give Contract Administrator 48 hours notice for necessary interruption of mechanical or electrical service throughout course of work.

E3.2.1 Minimize duration of interruptions.

E3.2.2 Carry out work at times as directed by the Contract Administrator with minimum disturbance to operations.

E3.2.3 Adhere to approved schedule and provide notice to affected parties.

E3.3 Provide temporary services when directed by the Contract Administrator to maintain critical building and tenant systems.

E3.4 Provide barricades in work areas, as required, to ensure safety of building occupants during work activities under this Contract.

E3.5 Accept liability for damage to the City's property occurring as a result of activities under this Contract.

E4. CONTRACT METHOD

E4.1 Carry out maintenance contract under stipulated price contract.

E4.2 Supply of indicated materials for maintenance and materials and labour for extra work activities such as unplanned repairs will be paid by the City based on approved quotations based on quoted labour rates and mark-up rates.

E5. WORK BY OTHERS

E5.1 Snow clearing at fuelling sites and at tank locations.

E5.2 Ordering, fuel supply and filling of fuel tanks.

E5.3 Arranging for and emptying of waste oil tanks.

E5.4 General housekeeping, other than cleanup of areas required due to maintenance work carried out under this Contract.

E6. WORK SEQUENCE

E6.1 Coordinate maintenance schedule and coordinate with Contract Administrator occupancy during maintenance work.

E6.2 Maintenance tasks shall be carried out at time intervals recommended by equipment manufacturer and as further indicated in the maintenance manual and the maintenance activity table attached to this section.

E6.3 Maintain fire access/control.

E7. CONTRACTOR USE OF PREMISES

E7.1 Contractor shall limit his use of premises to allow for City occupancy and the City's normal operation activities.

E7.2 Coordinate use of the premises with the Contract Administrator or the Contract Administrator's representative.

E7.3 Obtain and pay for use of additional storage or work areas if needed for operations under this Contract.

E8. CITY OCCUPANCY

E8.1 City will occupy premises during entire period of the maintenance Contract for execution of normal operations.

E8.2 Cooperate with City in scheduling operations to minimize conflict and to facilitate City usage.

E8.2.1 The City has scheduled times each day for fuelling of busses.

E8.2.2 Any maintenance work that will require shut down of fuelling systems will have to be scheduled at alternate times so as not to disrupt fuelling operations.

E9. DOCUMENTS REQUIRED

E9.1 Maintain at job site or the Contractor's office, one copy of each document as follows:

- (a) Complete set of as-built drawings;
- (b) Operating and Maintenance Manuals;
- (c) Activity Completion Check Off Sheets;
- (d) Health and Safety Plan and Other Safety Related Documents;
- (e) Other documents as specified.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at his/her place of residence; or
 - (b) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <http://www.commissionaires.mb.ca/> .
- F1.2 The following is a link to information for obtaining the Criminal Record Search certificate including the Vulnerable Sector screening from the City of Winnipeg Police Service.
http://winnipeg.ca/police/pr/info_request.stm#crim_record_search
- F1.2.1 The Criminal Record Search shall include a Vulnerable Sector Screening. This can be obtained by following the link below
http://winnipeg.ca/police/pr/info_request.stm#crim_record_search.
- (ii) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- F1.3 The original Criminal Record Search Certificate (Form P-253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Criminal Record Search Certificate (Form P-253) to the Contract Administrator.
- F1.4 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.5 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.6 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.

