



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO.1042-2017**

**PROVISION OF ELEVATOR MAINTENANCE AT THE WATER TREATMENT PLANT**

## 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                                     | 4 |
| B11. Disclosure                                 | 5 |
| B12. Qualification                              | 5 |
| B13. Opening of Bids and Release of Information | 6 |
| B14. Irrevocable Bid                            | 6 |
| B15. Withdrawal of Bids                         | 6 |
| B16. Evaluation of Bids                         | 7 |
| B17. 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. Cooperative Purchase   | 1 |
| D4. Definitions  | 2 |
| D5. Contract Administrator                                       | 2 |
| D6. Contractor's Supervisor                                      | 2 |
| D7. Ownership of Information, Confidentiality and Non Disclosure | 2 |
| D8. Notices  | 3 |

#### Submissions

|                                    |   |
|------------------------------------|---|
| D9. Authority to Carry on Business | 3 |
| D10. Insurance                     | 3 |

#### Control of Work

|  |   |
|--|---|
| D11. Commencement  | 4 |
| D12. Prime Contractor – The Workplace Safety and Health Act (Manitoba) | 4 |
| D13. The Workplace Safety and Health Act (Manitoba) – Qualifications   | 4 |
| D14. Safety  | 4 |
| D15. Inspection  | 4 |
| D16. Orders  | 5 |
| D17. Records   | 5 |

#### Measurement and Payment

|                      |   |
|----------------------|---|
| D18. Invoices        | 5 |
| D19. Payment         | 6 |
| D20. Purchasing Card | 6 |

#### Warranty

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

## **PART E - SPECIFICATIONS**

### **General**

|  |   |
|--|---|
| E1. Applicable Specifications and Drawings   | 1 |
| E2. Emergency Power Generator System Testing                                       | 1 |
| E3. Work Not Included In Contract  | 1 |
| E4. Notificatino, Quotation and Approval Process for Work Not Included In Contract | 1 |
| E5. Services   | 1 |
| E6. Site and Work Reporting  | 2 |
| E7. Frequency of Routine Maintenance Inspections                                   | 2 |
| E8. Notice of Repairs  | 3 |
| E9. Recordkeeping  | 3 |
| E10. Request for Service   | 3 |
| E11. Call-Back Service   | 3 |
| E12. Emergency Call-Back Service   | 4 |
| E13. Materials   | 4 |
| E14. City's Log Book   | 4 |
| E15. Equipment Performance   | 5 |
| E16. Safe Operation of Equipment   | 5 |
| E17. Contractor's Employees  | 5 |

## **PART F - SECURITY CLEARANCE**

|                        |   |
|------------------------|---|
| F1. Security Clearance | 1 |
|------------------------|---|

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF ELEVATOR MAINTENANCE AT THE WATER TREATMENT PLANT

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, January 16, 2018.

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 The Water Treatment Plant Site is located at:

Lot 57082, Provincial Road 207  
Rural Municipality of Springfield, Manitoba

B3.2 Further to C3.1, the Bidder may make an appointment to view the Site by contacting the Contract Administrator.

B3.3 The Contract Administrator or an authorized representative will make all reasonable efforts to provide access to the site by the Bidder.

B3.4 Where practicable, the Contract Administrator will allow the Bidder to make their own arrangements to provide, at their own expense, all the necessary equipment and qualified trades to perform any inspections requiring a shutdown of the equipment, removal of cover plates or access to locations with electrical or moving parts.

B3.5 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

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, to the Bidder who requested approval of the substitute.

B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be 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 B16.

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.

## **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.

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 B16.1(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. DISCLOSURE**

- B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B11.2 The Persons are:
- (a) N/A

**B12. QUALIFICATION**

- B12.1 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.
- B12.2 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>
- B12.3 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, provide the Security Clearances in accordance with PART F - .
- B12.4 Further to B12.3(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) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) or
  - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued 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
  - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) 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/>).

B12.5 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.

B12.6 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.

### **B13. OPENING OF BIDS AND RELEASE OF INFORMATION**

B13.1 Bids will not be opened publicly.

B13.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Price (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/>

B13.3 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/>

B13.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

### **B14. IRREVOCABLE BID**

B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B14.2 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.

### **B15. WITHDRAWAL OF BIDS**

B15.1 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.

- B15.1.1 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.
- B15.1.2 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.
- B15.1.3 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 B15.1.3(b), declare the Bid withdrawn.
- B15.2 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 B14.2 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.

## **B16. EVALUATION OF BIDS**

- B16.1 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 B12 (pass/fail);
  - (c) Total Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B7;
  - (e) costs to the City of administering multiple contracts.
- B16.2 Further to B16.1(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.
- B16.3 Further to B16.1(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.
- B16.4 Further to B16.1(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.
- B16.4.1 Further to B16.1(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.
- B16.5 This Contract will be awarded as a whole.

## **B17. AWARD OF CONTRACT**

- B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B17.2 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.

- B17.2.1 Without limiting the generality of B17.2, 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.
- B17.3 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 B16.
- B17.3.1 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.
- B17.4 Notwithstanding C4.1, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B17.5 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](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 of Elevator Maintenance Service for one (1) three story elevator at the Water Treatment Plant for the period from April 1, 2018 until March 31, 2019, 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 ninety (90) 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 April 1<sup>st</sup> 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. COOPERATIVE PURCHASE**

D3.1 The Contractor is advised that this is a cooperative purchase.

D3.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.

D3.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of The City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.

D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.

D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:

- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same services;
- (b) a participant may specify a duration of Contract shorter than the duration of this Contract;
- (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
- (d) any additional delivery charge identified and accepted in accordance with clause D3.4 and D3.5 will apply.

D3.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.

D3.8 No participant shall have the right or authority to effect a change in the contract, or of any other Participant in this Contract.

#### **D4. DEFINITIONS**

D4.1 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;
- (b) **"CSA/B44 Code"** means the latest version of the CSA/B44 Safety Code for Elevators and Escalators.;
- (c) **"Full Maintenance Service"** means the Contractor shall take total responsibility for the elevator equipment and all costs of the Work. The Work shall consist of but is not limited to the following: maintaining the elevator equipment in its original condition, regularly examining, cleaning, lubricating and making all repairs and replacement parts (even if obsolete) to the entire elevator equipment, including within the machine rooms and pit.;
- (d) **"Extra Work"** means Work that is not included in Contract as per E3.

D4.2 Notwithstanding C1.1, when used in this Bid Opportunity:

#### **D5. CONTRACT ADMINISTRATOR**

D5.1 The Contract Administrator is:

Dave Carr, P.Eng  
Water Treatment Operations Support Engineer  
Telephone No. 204 986-2091  
Email Address: dcarr@winnipeg.ca

D5.2 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.

#### **D6. CONTRACTOR'S SUPERVISOR**

D6.1 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.

D6.2 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.

D6.2.1 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.

#### **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.

## **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. INSURANCE**

- D10.1 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, 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 \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- D10.2 Deductibles shall be borne by the Contractor.
- D10.3 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.
- D10.4 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.
- D10.5 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.

## **CONTROL OF WORK**

### **D11. COMMENCEMENT**

- D11.1 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.
- D11.2 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; and
    - (iii) evidence of the insurance specified in D10.
    - (iv) evidence of security clearances in PART F
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

### **D12. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

- D12.1 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).

### **D13. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

- D13.1 Further to B12.4, 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 B12.4.

### **D14. SAFETY**

- D14.1 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.
- D14.2 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.
- D14.3 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;

### **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](mailto: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 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B8.**

**D19. PAYMENT**

D19.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

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.

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS AND DRAWINGS**

E1.1 These Specifications shall apply to the Work.

#### **E2. EMERGENCY POWER GENERATOR SYSTEM TESTING**

E2.1 The Contractor shall not normally be required to make any tests to the elevator equipment utilizing emergency power supply. Where such supply is available, the testing of the emergency system will be normally undertaken by the City of Winnipeg.

#### **E3. WORK NOT INCLUDED IN CONTRACT**

E3.1 The Contract shall assume no responsibility for damages to the elevator equipment which are caused by:

- (a) car enclosures (including removable panels, door panels, car gate bodies, plenum chambers, hung ceiling, light diffusers, light tubes, bulbs and ballasts, mirrors and file flooring or carpets);
- (b) hoist way gate bodies;
- (c) frames and sills;
- (d) buried cable and cylinders;
- (e) vandalism;
- (f) operating conditions outside of normal use; or
- (g) operating conditions outside of normal environment.

#### **E4. NOTIFICATION, QUOTATION AND APPROVAL PROCESS FOR WORK NOT INCLUDED IN CONTRACT**

E4.1 Extra Work is work that is not included in contract, E3

E4.2 The Contractor shall notify the Contract Administrator of any Work they deem to be Extra Work and provide a written explanation for their rationale.

E4.3 The Contractor shall provide the Contract Administrator with a quote for the Extra Work and list the materials separate from labour. The labour shall be calculated using prices under Items 2, 3 and 4 on the Form B; Prices

E4.4 The Contractor shall first obtain written authorization from the Contract Administrator before commencing any Extra Work quoted in E4.3.

E4.5 Extra Work approved by the Contract Administrator in E4.4 shall result in an extra payment to the Contractor and is subject to the General Conditions in C0.

#### **E5. SERVICES**

E5.1 The Contractor shall provide elevator Full Maintenance Service in accordance with the requirements hereinafter specified, with the exceptions listed in E3.

E5.2 The Contractor shall be responsible for all maintenance related Work.

E5.3 The Contractor shall maintain the elevator equipment herein as per the original manufacturer's specification and the CSA/B44 Code.

- E5.4 The Contractor shall perform all work in a diligent, careful, workmanlike manner, acceptable to the Contract Administrator.
- E5.5 The Contractor shall be responsible for ensuring that up-to-date wiring diagrams, manufacturer's manuals leaflets and other information relevant to the maintenance of the equipment are in the machine room prior to the commencement of the service. All wiring diagrams, manuals, leaflets, etc., are the property of the City of Winnipeg and are not to be removed for any reason.
- E5.6 No changes shall be made, by the Contractor, to the equipment, including circuit changes, without written permission of the Contract Administrator. Where such changes are made, record the changes in a neat manner on the electrical wiring diagrams.
- E5.7 The Contractor shall inform the Contract Administrator promptly and confirm in writing, any recognizable hazards, malfunctions or repairs that are necessary either for the protection of the equipment or for general safety, that are not covered by the Contract.

## **E6. SITE AND WORK REPORTING**

- E6.1 The contractor shall notify the Contract Administrator, or designate, via email as to arrival and departure times and other information as required or requested.
- E6.2 The Contractor shall provide the Contract Administration, or designate, via email, with a record of the Work undertaken during each visit to the building.
- E6.3 The Contractor shall email the Contract Administrator, or designate, on a monthly basis, reports detailing the Work completed in that month's regular maintenance service provision. The reports may be emailed work orders and/or copies of time sheets indicating the pertinent information.
- E6.4 The Contractor shall email the Contract Administrator, or designate, time tickets for each call-back or emergency call-back detailing the cause of the call-back and the action taken.
- E6.5 The Contractor shall email the Contract Administrator, or designate, for each call-back where the elevator cannot be return back to service on the same day as the call-back was made. The email shall explain why the elevator was taken out of service and provide an estimated return to service date.
- E6.6 The Contract Administrator, or designate, shall have access to the machine room at all times during the period(s) of the Contractor's visitations to observe, or be informed by the Contractor, of potential problems that may arise.

## **E7. FREQUENCY OF ROUTINE MAINTENANCE INSPECTIONS**

- E7.1 The Contractor shall provide monthly maintenance inspections for the elevator.
- E7.2 The Contractor shall perform frequency of specific tasks as outlined in the City's log book.
- (a) monthly maintenance tasks as outlined in the log book are to be performed and documented monthly;
  - (b) six month maintenance tasks as outlined in the log book are to be performed and documented every six months; and
  - (c) twelve month maintenance tasks as outlined in the log book are to be performed and documented every twelve months.
- E7.3 Within two months of start of contract, all six month (E7.2 (b) and twelve month (E7.2 (c)) tasks are to be performed and documented for the elevator.
- E7.4 Do not include scheduled maintenance as part of a call-back.

## **E8. NOTICE OF REPAIRS**

- E8.1 The Contractor shall provide advanced written notification to the Contract Administrator, or designate, for any pre-planned Work that requires shut down of equipment or decrease in capacity of the equipment.
- E8.2 The Contractor's advance notice should include;
- (a) reason for taking the elevator out of service;
  - (b) proposed start date for the Work;
  - (c) an approximate return to service date; and
  - (d) request permission from the Contract Administrator to proceed with the Work.
- E8.3 The Contractor shall make every effort to coordinate the work with the Contract Administrator and hold interruptions to a minimum.

## **E9. RECORDKEEPING**

- E9.1 All maintenance mandated by this section is to be documented in the City's log book (E16), located and to remain on site for a minimum of ten years and to remain ownership by the City.
- E9.2 The contractor shall maintain the City's log book and record all safety related elevator maintenance procedures performed on the equipment. The log must contain entries for the date of non-scheduled call backs, adjustment, repairs and remedial action made for the call backs. Recordkeeping entries must be made for each and every visitation to indicate which maintenance tasks were completed during technician site work.
- E9.3 The City will provide the elevator log book. The log book is the City's property and is not to be removed from the site.

## **E10. REQUEST FOR SERVICE**

- E10.1 Requests for service shall include any call for service including call-back service in E11 and emergency call-back service in E12.
- E10.2 The Contractor shall respond to requests for service between routine maintenance inspections on an "as required" basis and be available twenty-four (24) hours a day, three hundred and sixty-five (365) days a year.
- E10.3 The Contractor shall provide the Contract Administrator with a service number at which they may be contacted twenty-four (24) hours a day, three hundred and sixty-five (365) days a year.
- E10.4 Where the Contract Administrator, or designate, makes a request for service in E10.3 the Contractor shall provide a return call within fifteen (15) minutes of receiving the message from the City.

## **E11. CALL-BACK SERVICE**

- E11.1 The Contractor upon receipt of a request for service in E10 shall make every reasonable effort to provide service during normal business hours in order that prompt remedial action is achieved.
- E11.2 Call-backs necessitated by normal wear and tear shall be included in the Contract price under Form B: Prices.
- E11.3 Call-backs that the Contractor feels are Extra Work shall follow the process under E4.

**E12. EMERGENCY CALL-BACK SERVICE**

- E12.1 The Contractor upon receipt of a request for service in E10 shall have Work crews on site and working within one hour (60 minutes) from telephone notification in order that prompt remedial action is achieved.
- E12.2 Emergency call-backs necessitated by normal wear and tear shall be included in the Contract price under Form B: Prices.
- E12.3 Emergency call-backs that the Contractor feels are Extra Work shall follow the process under E4.

**E13. MATERIALS**

- E13.1 The Contractor shall provide all materials necessary to perform the Full Maintenance Service to the Contract Administrator's satisfaction.
- E13.2 The Contractor shall provide all materials that may become obsolete throughout the duration of the Contract shall be included in the Contract price and do not qualify as an extra.
- E13.3 The Contractor shall have an adequate stock of normal replacement parts in a parts cabinet on the job so their employees can make prompt repairs.
- E13.4 All materials supplied by the Contractor shall be new, unused and the best quality available.
- E13.5 The Contractor shall supply all materials to perform the Work, including lubricants, hydraulic fluid, cleaning materials and tools.
- E13.6 All cleaning materials, lubricants and hydraulic fluids shall be supplied and applied in accordance with the original manufacturer's requirements.
- E13.7 All materials shall be supplied using only genuine original manufacturer's replacement parts or equivalents acceptable to the Contract Administrator. If other than the manufacturer's parts must be used permission must be obtained from the Contract Administrator in writing and such parts must be C.S.A. Approved where applicable in accordance with the original manufacturer's specifications and the CSA/B44 Code.
- E13.8 The Contractor shall maintain a supply of genuine manufacturer's replacement parts or equivalents acceptable to the City of Winnipeg in his warehouse inventory. This inventory will include but not limited to; door operator motors, brake magnets, generator and motor brushes, controller switch contacts, solid state components, selector tapes, door hangers and rollers hoist way limit switches.
- E13.9 The Contractor shall provide a metal waste container in the machine room and promptly remove all discarded parts and cleaning materials so as to keep these areas clean so as not to create a fire hazard.

**E14. CITY'S LOG BOOK**

- E14.1 The City shall provide an Elevator Maintenance Log Book. The book will be known as the City's log book.
- E14.2 The City's log book shall be provided by and remain the property of the City of Winnipeg.
- E14.3 The Contractor shall record in the City's log book all site visits and equipment worked on, along with their signature.

## **E15. EQUIPMENT PERFORMANCE**

- E15.1 The Contractor shall examine the equipment and make adjustments as required to maintain contract speed and performance, smooth operation including operation of groups supervisory control systems. This applies also to all solid state and electronic components.
- E15.2 The Contractor shall, where applicable, maintain the original equipment speed in feet per minute, the original performance time, including acceleration and retardation as designed and installed by the manufacturer and to perform the necessary adjustments, as required, to maintain equipment within limits of applicable codes.
- E15.3 The Contractor shall, where applicable, check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted and that the system performs as designed and installed by the manufacturer.

## **E16. SAFE OPERATION OF EQUIPMENT**

- E16.1 The Contractor shall be knowledgeable of and abide by the provision of all legislative enactments, by-laws and regulations in regard to safety in the Province of Manitoba.
- E16.2 The Contractor shall examine all safety devices and shall carry out all required tests, examinations and maintenance as per CSA/B44 Code. The Contractor shall record in the City's log book all tests, examinations and maintenance performed.
- E16.3 If the Contractor deems the equipment to be unsafe to operate, he will make sure that it is inoperative and immediately notify the Contract Administrator.
- E16.4 The Contractor shall be responsible for utilizing the services of the Department of Labour, Province of Manitoba, Elevator Inspection Branch to determine the adequate factor of safety in compliance with the original manufacturer's specification and CSA/B44 Code and all relating standards under such circumstances where the Contractor is in doubt as to the prudent and safe operation of the equipment.
- E16.5 The Contractor shall be responsible for providing access to the equipment for the Office of the Fire Commissioner (OFC) for their annual inspection and as periodically requested by the OFC. The Contractor shall perform all required maintenance, adjustments and repairs as required by the OFC.

## **E17. CONTRACTOR'S EMPLOYEES**

- E17.1 The Contractor shall only use trained employees directly in their employment with proper supervision. The Contractor's employees shall be qualified to keep the equipment properly adjusted and maintained and shall hold a valid limited Electrical License issued by the Department of Labour, Province of Manitoba.
- E17.2 The Contractor shall maintain for the duration of the contract a complement of employees with the required security clearances in PART F.
- E17.3 Any of the Contractor's supervisors or employees not acceptable to the Contract Administrator because of improper conduct or security shall upon notice to the Contractor be removed for the water treatment plant and replaced forthwith unless the Contractor can show valid reason to the contrary.

## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under this Contract and within the Winnipeg Drinking Water Treatment Plant shall be required to obtain a Police Information Check and a Public Safety Verification. The Police Information Check may 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: <https://www.commissionaires.ca/en/manitoba/home>.
    - (i) Contact Ron Risley at 204-986-3758 or Pamela Jensen 204-986-3876 of the Water and Waste Department, if you have questions regarding the Safety Verification.
- F1.2 The original Police Information Check (Form P-612) 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
- F1.3 Prior to the award of Contract, 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 Police Information Check 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.
- F1.4 Any individual for whom a Police Information Check and/or a Public Safety Verification Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.5 Any Police Information Check and a Public Safety Verification Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.6 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 Police Information Check and/or a Public Safety Verification Check. Any individual who fails to provide a satisfactory Police Information Check and/or Public Safety Verification Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work as specified in F1.1
-