



**THE CITY OF WINNIPEG**

# **TENDER**

**TENDER NO. 802-2019**

**PARKING LOT SNOW REMOVAL AT 1155/1199/1220/1277 PACIFIC AVENUE AND  
821 ELGIN AVENUE**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PARKING LOT SNOW REMOVAL AT 1155/1199/1220/1277 PACIFIC AVENUE AND 821 ELGIN AVENUE

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, September 13, 2019.

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 view the Site without making an appointment.

B3.2 The Bidder is advised to contact the Contract Administrator identified in D4.1 if clarification is required on the areas to be cleared.

### **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 Tender, 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 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.5 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 Tender 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 Tender, 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.
- B6.3 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>
- B6.4 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.
- B6.5 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.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

## **B7. SUBSTITUTES**

- B7.1 The Work is based on the Plant, Materials and methods specified in the Tender.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.

- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, 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 B17.
- 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 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B8.5 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Tender 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
- B8.5.1 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 Tender number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B8.6 If the Bid is submitted by facsimile transmission, it shall be submitted to 204-949-1178.
- B8.6.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time or guarantee the successful receipt of a faxed Bid Submission.
- B8.7 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.8 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B17.1(a)

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 11 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;
- (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.

B9.4.2 All signatures shall be original.

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.

B10.2 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. CONFLICT OF INTEREST AND GOOD FAITH**

B12.1 Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B12.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Tender process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

B12.3 In connection with its Bid, each entity identified in B12.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B12.4 Without limiting B12.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.



- B12.5 Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
  - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
  - (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
  - (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

### **B13. QUALIFICATION**

B13.1 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.

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

B13.3 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);

B13.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B13.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

#### **B14. OPENING OF BIDS AND RELEASE OF INFORMATION**

- B14.1 Bid Submissions will not be opened publicly.
- B14.2 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/>
- B14.3 After award of Contract, the name(s) of the successful Bidder(s), their address(es) 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/>
- B14.4 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).
- B14.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

#### **B15. IRREVOCABLE BID**

- B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B15.2 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.

#### **B16. WITHDRAWAL OF BIDS**

- B16.1 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.
- B16.1.1 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.
- B16.1.2 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 11 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B16.1.3 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 11 of Form A: Bid; and
  - (c) if the notice has been given by any one of the persons specified in B16.1.3(b), declare the Bid withdrawn.
- B16.2 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 B15.2 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.

## **B17. EVALUATION OF BIDS**

- B17.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13(pass/fail);
  - (c) Total Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B7;
- B17.2 Further to B17.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B17.3 Further to B17.1(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 qualified.
- B17.4 Further to B17.1(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.
- B17.4.1 Further to B17.1(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.
- B17.5 This Contract will be awarded as a whole.

## **B18. AWARD OF CONTRACT**

- B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B18.2 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 qualified, and the Bids are determined to be responsive.
- B18.2.1 Without limiting the generality of B18.2, 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.
- B18.3 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B17 .
- B18.3.1 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.
- B18.4 Notwithstanding C4.1, the City may issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B18.5 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 2019-01-15) 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 Tender 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 parking lot snow clearing services supplemental to the City of Winnipeg's parking lot snow clearing operations for the period from October 15, 2019 to April 30<sup>th</sup>, 2020 with the option of two (2) 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 May 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 major components of the Work are as follows:

- (a) Snow clearing of City Owned Parking Lots at 1155 Pacific Avenue, 1199 Pacific Avenue, 1220 Pacific Avenue, 1277 Pacific Avenue, and 821 Elgin Avenue.
- (b) Snow clearing of Sidewalks and Door Entrances at 1155 Pacific Avenue, 1199 Pacific Avenue, 1220 Pacific Avenue, and 1277 Pacific Avenue.
- (c) Sanding of Door Entrances at 1155 Pacific Avenue and 1199 Pacific Avenue.

#### D3. DEFINITIONS

D3.1 When used in this Tender:

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

#### D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Marc Jaeger, C.E.T.  
Support Services Technologist  
Telephone No. 204- 986-7409  
Email Address: [mjaeger@winnipeg.ca](mailto:mjaeger@winnipeg.ca)

D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

#### 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.

## **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, unlicensed equipment liability (Contractor's equipment) 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 \$2,000,000.00 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;

- D9.2 Commercial general liability deductibles must be expressly stated on the certificate of insurance and must not exceed \$5,000.00.
- D9.3 Certificate of insurance for commercial general liability insurance to include evidence of operations to state parking lot snow clearing and sanding of lots, entrances and sidewalks at 1155/199/1220/1277 Pacific Avenue and 821 Elgin Avenue.
- D9.4 Deductibles shall be borne by the Contractor.
- D9.5 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D9.6 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.
- D9.7 All policies must be taken out with the insurers licensed to carry on business in the Province of Manitoba.

## **SCHEDULE 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.
- D10.3 The Contractor shall commence the Parking Lot Snow Clearing within six (6) hours of a request for service or otherwise agreed to by the Contract Administrator.

### **D11. SUBSTANTIAL PERFORMANCE**

- D11.1 The Contractor shall achieve Substantial Performance for each callout within ten (10) consecutive working hours of the commencement of the Work as specified in D10.
- D11.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

### **D12. TOTAL PERFORMANCE**

- D12.1 The Contractor shall achieve Total Performance by June 15<sup>th</sup>, of the respective year.
- D12.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D12.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

### **D13. LIQUIDATED DAMAGES**

D13.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City seven hundred fifty dollars (\$750.00) per Working Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.

D13.2 The amount specified for liquidated damages in D13.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.

D13.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

### **CONTROL OF WORK**

#### **D14. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

D14.1 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).

#### **D15. SAFETY**

D15.1 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.

D15.2 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.

D15.3 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; and
- (d) adequate sanitation measures are taken and facilities provided with respect to the Work.

#### **D16. ORDERS**

D16.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number and fax machine number at which orders for service may be placed twenty-four (24) hours a day.

#### **D17. RECORDS**

D17.1 The Contractor shall keep detailed records of the services supplied under this 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); and
- (c) Service date(s).

## MEASUREMENT AND PAYMENT

### D18. INVOICES

D18.1 Further to C11, the Contractor shall submit an invoice for each portion of Work performed to:

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

Facsimile No.: 204- 949-0864

Email: [CityWpgAP@winnipeg.ca](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, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

## **PART E - SPECIFICATIONS**

### **GENERAL**

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

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded the 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 Contractor shall provide snow clearing services in accordance with the requirements hereinafter specified.
- E2.2 Parking Lot Snow clearing shall generally be requested when falling or drifting snow reaches a depth of 10 cm or as requested by the Contract Administrator.
- E2.3 Sidewalk and Door Entrance Snow clearing shall generally be requested when falling or drifting snow reaches a depth of 5 cm or as requested by the Contract Administrator.
- E2.4 Sidewalk and Door Entrance snow clearing must be able to be completed within ten (10) hours of request by the Contract Administrator.
- E2.5 Door entrance sanding may be required in slippery conditions and as requested by the Contract Administrator. Sand will be provided by the City and placed at the door entrances.
- E2.6 Minimum requirement of snow removal equipment as stated in E3 shall be on site, and work shall occur within 6 hours of call out or as otherwise agreed to by the Contract Administrator.
- E2.7 Snow storage shall not be allowed to affect parking stalls. Weekday working hours for snow clearing are 5 pm to 7 am Monday – Friday. Weekend working hours shall be 5 pm Friday through 7 am Monday.
- E2.8 The Contractor shall store all snow from the Parking Lot Snow Clearing operations in the designated on site storage location or as directed by the Contract Administrator.
- E2.9 The Contractor shall store all snow from the Sidewalk and Door Entrance Snow Clearing operations in the designated on site storage location or as directed by the Contract Administrator.
- E2.10 The Contractor shall supply all labour and equipment necessary to perform the Work.
- E2.11 The Contractor shall scrape all snow down to a bare concrete/paved surface or as directed by the Contract Administrator.
- E2.12 The Contractor shall cooperate with the City and other trades and arrange procedures so that the work, storage of materials, use of accesses, etc. will permit the existing functions of the building and grounds without interference.

#### **E3. EQUIPMENT**

- E3.1 The Contractor shall provide and maintain the following minimum quantity and type of equipment in first class working condition:
  - (a) Manpower and/or light equipment able to clear Sidewalks and Door Entrances within ten (10) hours of request by the Contract Administrator.

(b) Three (3) **J3 class loaders**

Rubber Tired - 4 Wheel Drive Loader

SAE Net Horsepower: Minimum 100 H.P.

Operating Weight: 21,000-30,500 lbs.

Bucket Size: 2.25 – 3.0 cu. yd.

(c) One (1) **A4 Tandem Axle Dump Truck**

GVW: 21,318 KG (47,000 lbs.)

Box size Length 3.70 meters (13') minimum

Width 2.25 meters (7'3")

Height sides 77 cm (30")

sides w/planks 92 cm (36")

hinge 107cm (42")

front 117 cm (46")

(d) One (1) **A7 Semi-Trailer**

GVW: 36,287 KG (80,000 lbs.)

Box size Length 6.09 meters (20') minimum

Width 2.25 meters (7'3")

Height sides 92 cm (36")

sides w/planks 122 cm (48")

hinge 138 cm (54")

front 122 cm (48")

(e) One (1) **J11 Rubber-Tired Skid Steer Loader**

Minimum net horsepower is 50 hp

Minimum Bucket 60" (1.52m), and maximum 68" (1.73m)

Tires must not exceed the width of the bucket

E3.2 All equipment shall be made available for inspection by the Contract Administrator or his designate prior to the award of Contract.

E3.3 The Bidder is not required to own the equipment at the time of the Submission Deadline. The Bidder shall, however, provide the Contract Administrator, within 72 hours of being required, the name of the registered owner of each proposed piece of equipment and a copy of the binding contract, or option to purchase or to contract, for the use of the equipment for the duration of the Contract.

#### **E4. OPERATOR'S COMPETENCE AND PERFORMANCE**

E4.1 The Contractor's operators shall maintain all equipment/trucks in good working order and shall perform all obligations expressed and implied in this Tender in a good, safe and workmanlike manner. Where, in the opinion of the City Inspector, an operator fails to meet the obligations expressed or implied in this Tender, and without limited the generality of the foregoing, the operator is:

- (a) Unqualified; or
- (b) operating in an unsafe manner; or
- (c) not performing a satisfactory amount of Work; or
- (d) engaged in activity outside the City's interests.

E4.2 The equipment and operator may be dismissed immediately and shall not be re-engaged until such time as the inadequacies that resulted in the dismissal have been remedied to the sole satisfaction of the Contract Administrator.

## E5. IDENTIFICATION

E5.1 All equipment shall be clearly labelled, indicating the Contractor's name and unit number. Letters and numbers used for identification purposes must be a minimum of 100 mm in height and positioned in such a manner as to be clearly visible when standing at either side of the machine.

## E6. COMMUNICATION

E6.1 At least one piece of equipment working in a crew must have a means of two-way communication with the Contractor's Supervisor.

## E7. QUANTITIES

E7.1 Further to B10 of the Bidding Procedures, the estimated quantities identified on Form B: Schedule of Prices (Unit Price) for the clearing of snow on the Parking Lot and Door Entrances are based on the following:

- (a) **Item No. 1 – J3 Front End Loader:** The approximate quantity is based on twenty-six (26) equipment hours for ten (10) Parking Lot clearing operations of 0-10 cm.
- (b) **Item No. 2 – A4 Tandem Axle Dump Truck:** The approximate quantity is based on ten (10) equipment hours for five (5) parking lot clearing operations of 0-10 cm.
- (c) **Item No. 3 – A7 Semi Trailer for hauling snow:** The approximate quantity is based on eight (8) equipment hours for five (5) parking lot clearing operations of 0-10 cm.
- (d) **Item No. 4 - J11 Rubber Tired Skid Steer and Trackless Tractor:** The approximate quantity is based on ten (10) equipment hours for ten (10) parking lot clearing operations of 0-10 cm.
- (e) **Item No. 5 - Sidewalk and Door Entrance Snow clearing (1600 Sq. m):** The approximate quantity is based on ten (10) clearing operations of 0-5 cm.
- (f) **Item No. 6 – Sanding of Eight (8) door entrances:** The approximate quantity is based on ten (10) sanding requests.

E7.2 The Contractor will normally not be allowed to store snow in piles on the parking lots. Generally, the Contractor will be required to clear the snow from the parking lots and/or sidewalks and entrances and store the snow in the designated storage area in one operation. The designated snow storage area is located at the NW corner behind 1199 Pacific. However, when there is significant snowfall the Contractor will be allowed to clear the snow and temporarily pile the snow in areas designated by the Contract Administrator. After the parking lots have been cleared then the Contractor will be required to move the temporary piles to the designated storage area.

E7.3 The following are the City owned parking lots with the approximate square meters to be cleared:

LOCATION	SIZE
1155 Pacific Avenue	7,000 m <sup>2</sup>
1199 Pacific Avenue	8,500 m <sup>2</sup>
1277 Pacific Avenue	3,000 m <sup>2</sup>
1220 Pacific Avenue	3,500 m <sup>2</sup>
821 Elgin Avenue	3,950 m <sup>2</sup>

E7.4 The following are the City owned sidewalks and door entrances with the approximate square meters to be cleared:

<b>LOCATION</b>	<b>SIZE</b>
1155 Pacific Avenue	700 m <sup>2</sup>
1199 Pacific Avenue	725 m <sup>2</sup>
1277 Pacific Avenue	175 m <sup>2</sup>

#### **E8. MEASUREMENT AND PAYMENT**

E8.1 Parking lot clearing will be paid by the hour for each piece of equipment used to complete the work.

E8.2 Sidewalk and door entrance snow clearing will be a lump sum payment for each clearing.

E8.3 Door entrance sanding will be a lump sum payment for each sanding operation requested.

#### **E9. PENALTIES**

E9.1 Where the Contractor does not provide and maintain the minimum equipment at the requested start time as stated in E3. The Contractor will be assessed a penalty in the amount of seven hundred fifty (\$750.00) dollars.

E9.2 Where the Contractor does not complete the Sidewalk and Door Entrance Snow Clearing within ten (10) hours as stated in E2.4 the Contractor will be assessed a penalty in the amount of three hundred fifty (\$350.00) dollars.

E9.3 It is the City of Winnipeg's intent to hold back five (5%) percent of progress estimates for all Work performed under this Contract as a damage deposit relating to E10 of the Specifications. These funds will be released when damages are rectified in accordance with E10.

#### **E10. DAMAGE TO PUBLIC AND PRIVATE PROPERTY**

E10.1 The Contractor will be held responsible for any damage to City or private property sustained as a result of his snow clearing operations. Prior to commencement of the first clearing operation, the Contractor shall document and/or photograph all existing damage to pavements, curbs, utilities, wood fences, etc., and shall provide this information to the City for verification.

E10.2 The Contractor shall immediately report damages to City or private property to the Contract Administrator.

E10.3 Any damage to pavements, boulevards, fences, etc. that in no way present a hazard to either pedestrian or vehicular traffic shall be reported to the Contract Administrator and rectified by the Contractor using a Licensed Contractor in accordance with City of Winnipeg specifications prior to June 15 following the snow clearing season. Damages not rectified by June 15 may be rectified by the City or its agents and all costs shall be borne by the Contractor and shall be deducted from monies owing.

E10.4 Any damage to street appurtenances such as, but not limited to, light standards, electrical conduit, hydrants, manholes, signs shall be rectified immediately. Failure to rectify damages immediately may result in the damages being rectified by the City or its agents and the associated costs borne by the Contractor.