



**THE CITY OF WINNIPEG**

# **TENDER**

**TENDER NO. 811-2022**

**PROVISION OF WINDOW WASHING FOR VARIOUS CITY OF WINNIPEG  
BUILDINGS**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF WINDOW WASHING FOR VARIOUS CITY OF WINNIPEG BUILDINGS

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, November 29, 2022.

B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. SITE INVESTIGATION**

B3.1 Further to C3.1, the Bidder may make an appointment to view the Site by contacting the Contract Administrator if access is required by City personnel. Otherwise the Bidder may view the Site without making an appointment. Bidders are notified that several locations (including but not limited to the following) on this Tender may require viewing:

- a) Item No. 17                      185 King
- b) Item No. 38                      510 Main
- c) Item No. 48-49                      552 Plinguet
- d) Item No. 50                      457 Main
- e) Item No. 55-58                      251 Donald
- f) Item No. 61-62                      Skywalk- Millennium Library
- g) Item No. 69                      266 Graham Avenue
- h) Item No. 71-72                      245 Smith Street
- i) Item No. 77                      50 Provencher Blvd
- j) Item No. 78                      25 Poseidon Bay

B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B3.3 The Bidder is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect his/her Bid or his/her performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

B3.4 The Bidder is responsible for determining:

- (a) all matters concerning access to the Site, or materials necessary for the completion of the Work; and
- (b) all other matters which could in any way affect his Bid or the performance of the Work.

### **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 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.
- B4.6 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: [merx@merx.com](mailto:merx@merx.com)

## **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 MERX website at [www.merx.com](http://www.merx.com).
- B6.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. 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 D5.

## **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 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 Total Performance.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his 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 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/Proposal;

(b) Form B: Prices.

B8.2 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.

B8.3 The Bid shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).

B8.3.1 Bids will **only** be accepted electronically through MERX.

B8.4 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).

**B9. BID**

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

B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, his 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 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/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his 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 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/Proposal should be entered 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 C12.2.3, 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).
- B10.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.
- B10.6 Bidders are advised that the calculation indicated in B17.4 will prevail over the Total Bid Price entered in MERX.

**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 Further to C3.2, 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://www.winnipeg.ca/matmgt/Templates/files/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;

- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.4 and D7); and
- (e) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - .

B13.4 Further to B13.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B13.5 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.

B13.6 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.

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

B14.1 Bids will not be opened publicly.

B14.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at [www.merx.com](http://www.merx.com).

B14.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at [www.merx.com](http://www.merx.com).

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 11 of Form A: Bid/Proposal.

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 until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

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

B16.1 A Bidder may withdraw his/her Bid without penalty at any time prior to the Submission Deadline.

## **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 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 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.

B17.4.2 Bidders are advised that the calculation indicated in B17.4 will prevail over the Total Bid Price entered in MERX.

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.

B18.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B18.4.1 The Contract Documents, as defined in C1.1(p), 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.

**B18.5** 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.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2020-01-31) 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 Window Washing Services for the period from February 1, 2023 until January 31, 2024, with the option of four (4) mutually agreed upon one (1) year extensions.

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

D2.1.2 Changes resulting from such negotiations shall become effective on February 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.

D2.1.3 Bidders are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

D2.2 The major components of the Work include cleaning of:

(a) Window glass; door glass; entrance glass; tracks; ledge and window frames; screens/security screens; partition glass; roof glass; solarium glass and ceiling fans.

D2.3 There are five (5) Police Buildings included in the Work, Level 2 Security Clearance will be required in accordance with SECURITY CLEARANCE F1.1:

- a) Item No. 3                      700 Assiniboine Park Drive
- b) Item No. 5-8                    1750 Dugald
- c) Item No. 12                    260 Hartford
- d) Item No. 70-71                245 Smith
- e) Item No. 72-75                2321 Grant

D2.4 The Contractor shall provide the Contract Administrator with a proposed date schedule to perform the window washing services detailed in this Tender, no later than seven (7) Calendar Days from notification of the award of the Contract.

D2.5 The Work shall be done on an "as required" and "as scheduled" basis during the term of the Contract.

D2.5.1 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.

D2.5.2 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.6 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2022.

- D2.6.1 In the event that Council does not approve the annual budget for any year during this Contract, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon one hundred and twenty (120) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made against the City for damages of any kind resulting from the termination, including, but not limited to, on the ground of loss of anticipated profit on Work.
- D2.7 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

### **D3. 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 goods;
  - (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 Tender:
- (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) **"Both Sides"** means for exterior windows and window frames, inside and outside the building; for screens it means the front and back of the screen; and for interior and partition glass it means the front and back of the glass;
  - (c) **"As Required"** means according to need;

- (d) **"As Scheduled"** means included in or planned according to the scheduled frequency identified in this Tender document;
- (e) **"Exterior/Perimeter"** means exterior windows on the outer boundary of the building;
- (f) **"Curtain Wall"** means one massive sheet of glass;
- (g) **"Annually"** or **"Per year"** means within a 12-month consecutive period, starting from the effective date of the Contract Notwithstanding C1.1, when used in this Tender;
- (h) **"Equity Seeking Groups"** are groups that have historically been denied equal access to employment, education, and other opportunities and includes but is not limited to: Indigenous Peoples, Racialized peoples, newcomers (less than 5 years in Canada); Persons with Disabilities; Women; people facing poverty; Veterans, and 2SLGBTQ+ (Two-spirit, Lesbian, Gay, Bisexual, Trans, Queer, plus) Peoples.

## **D5. CONTRACT ADMINISTRATOR**

D5.1 The Contract Administrator is:

Keith Bousquet  
Supervisor of Building Operations Services  
Telephone No. 204 451-4087  
Email Address. [KBousquet@winnipeg.ca](mailto:KBousquet@winnipeg.ca)

**D5.2 There are eleven (11) supervisors for all the facilities. Keith Bousquet will direct Bidders to the appropriate supervisor for the requested Site Investigations and/or questions.**

D5.2.1 During the course of the Contract, the Contractor will be given the City supervisory contacts for the various buildings.

D5.3 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

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

D6.1 Further to C6.22, 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. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS**

D7.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D7.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D7.1.2 The accessible customer service obligations include, but are not limited to:



- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;
- (c) reasonably accommodating assistive devices, support persons, and support animals;
- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

## **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. SAFE WORK PLAN**

- D9.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D9.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

### **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, contractual 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 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D10.4 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 Documents, as applicable.
- D10.5 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.

D10.6 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.

## **SCHEDULE 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 D8;
  - (ii) evidence of the workers compensation coverage specified in C6.14;
  - (iii) a Safe Work Plan specified in D9;
  - (iv) evidence of the insurance specified in D10; and
  - (v) the direct deposit application form specified in D20.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D11.3 The Contractor shall not commence the Work on the Site before February 1, 2023.

### **D12. COVID-19 SCHEDULE DELAYS**

D12.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.

D12.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.

D12.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.

D12.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D12.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D12.5 The Work schedule, including the durations identified where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.

D12.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

## **CONTROL OF WORK**

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

D13.1 Further to B13.3, 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 B13.3.

**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. STORAGE OR USE OF EQUIPMENT AND/OR MATERIALS**

- D15.1 Further to C6.1, no person shall encumber or obstruct or cause to be encumbered or obstructed, or use for any purpose for which a fee has been established by Council, a street or portion thereof by any means whatsoever without first having obtained permission to do so from the Director and paying the required fee as established by Council from time to time and making such other deposits of funds as may be required, provided however that no such permit fees are payable where a permit is issued for the use of street for film production. By-Law 1481, amended 6691//95; 25/2007.

**D16. DEFICIENCIES**

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

**D17. ORDERS**

- D17.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

**D18. RECORDS**

- D18.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D18.2 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);

- (d) description and quantity of services provided;
- (e) The total number of personnel from Equity Seeking Groups.

D18.3 The Contractor shall provide the Contract Administrator with a copy of the records for each year within fifteen (15) Calendar Days of a request of the Contract Administrator.

## MEASUREMENT AND PAYMENT

### D19. INVOICES

D19.1 Further to C12, 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

Send Invoices to [CityWpgAP-INVOICES@winnipeg.ca](mailto:CityWpgAP-INVOICES@winnipeg.ca)

Send Invoice Inquiries to [CityWpgAP-INQUIRIES@winnipeg.ca](mailto:CityWpgAP-INQUIRIES@winnipeg.ca)

D19.2 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.

D19.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

### D20. PAYMENT

D20.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at [https://winnipeg.ca/finance/files/Direct\\_Deposit\\_Form.pdf](https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf).

### D21. PURCHASING CARD

D21.1 Notwithstanding D20, the Contractor shall allow Users to charge items to their purchasing cards at no extra cost.

D21.2 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.

### D22. PAYMENT SCHEDULE

D22.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

## **WARRANTY**

### **D23. WARRANTY**

D23.1 Notwithstanding C13, Warranty does not apply to this Contract.

## **DISPUTE RESOLUTION**

### **D24. DISPUTE RESOLUTION**

- D24.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D24.
- D24.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"
- D24.3 The entire text of C21.5 is deleted, and amended to read:
- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit his written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in his Appeal Form.
- D24.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):
- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
  - (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
    - (i) The Contract Administrator;
    - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
    - (iii) Department Head.
- D24.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D24.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D24.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D24.4.4 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D24.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

## THIRD PARTY AGREEMENTS

### D25. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D25.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D25.2 Further to D25.1, in the event that the obligations in D25 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.
- D25.3 For the purposes of D25:
- (a) **"Government of Canada"** includes the authorized officials, auditors, and representatives of the Government of Canada; and
  - (b) **"Government of Manitoba"** includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D25.4 Modified Insurance Requirements
- D25.4.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.
- D25.4.2 If applicable the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D25.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D25.4.4 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D25.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D25.5 Indemnification By Contractor
- D25.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Services, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

- D25.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
  - (b) any damage to or loss or destruction of property of any person; or
  - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Contract or the Work.

#### D25.6 Records Retention and Audits

D25.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D25.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Services, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D25.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

#### D25.7 Other Obligations

D25.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D25.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D25.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.

D25.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

D25.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.

D25.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or

officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.



## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.

#### E2. SERVICES

- E2.1 The Contractor shall provide window washing services in accordance with the requirements hereinafter specified.
- E2.2 Green cleaning is required for all Items in Form B: Prices.
- E2.3 The City is an associate partner in "Its Lake Friendly Initiative". Lake Friendly, a non-profit organization supports the purchase and use of EcoLogo or Green seal certified cleaning products to reduce the impact cleaning supplies have on the health of all of the Province's waterways including Lake Winnipeg.
- E2.3.1 Cleaning products shall be Environmental Choice EcoLogo, or Green Seal Certified, which can be viewed at the following links: <http://www.ecologo.org/en/> <http://www.greenseal.org/>
- E2.3.2 Further to E2.3.1, the products must not contain any known or suspected carcinogens/teratogens/mutagens as per the International Agency for Research on Cancer (IARC) and American Conference of Governmental Industrial Hygienists (ACGIH), and identified as the following:
- (i) Endocrine disrupters;
  - (ii) Phosphates;
  - (iii) Substances listed on Canadian Environmental Protection Agency's (CEPA) toxic substance lists.
- E2.4 Further to D2.4, the Contractor shall arrange the commencement and completion time and date of the Schedule of Work. The Contractor shall be responsible to provide 24 hours' notice of Work to be performed and to confirm details with the location contact. The location contact will be provided by the Contract Administrator upon award of the Contract.
- E2.5 Work shall be completed within one (1) Working Day of commencement, except where otherwise agreed at the time of ordering.
- E2.6 All Contractor employees shall have a picture ID, which shall be visible for the Work.
- E2.7 The cleaning frequency shall be performed as stated in Table A, unless otherwise agreed.
- E2.8 Window washing services shall include the following:
- (i) utilize fresh cleaning solution;
  - (ii) ensure no residue/film is left on windows;
  - (iii) least amount of disruption to building occupants;
  - (iv) move and replace office furnishings to obtain access to windows;
  - (v) provide adequate protection to prevent any damage to existing structures, furnishings, finishes, etc. during the Work;

- (vi) ensure all windows with tracks are fully operational after cleaning and report all abnormalities of windows, tracks and screens to the Contractor Administrator, or his/her delegate, the next Working Day; and
- (vii) provide, as required, temporary ramps, barricades, hoardings, to the satisfaction of the User.

E2.9 The Contractor shall have a minimum of ten percent (10%) of their labour force made up of people performing the Work under this Contract from Equity Seeking Groups.

E2.9.1 The Contractor shall report the total number of personnel from Equity Seeking Groups upon the request of the Contract Administrator.

### E3. WINDOW WASHING FREQUENCY AND DESCRIPTION

TABLE A

No.	Address		Frequency	Description
1	601	Aikins St	1 cleaning per year - May or June only	Remove all wire mesh security screens (drill required) and clean all perimeter windows + window frames (in and out). Re-Install security screens as found. Where applicable clean entrance-way glass (in and out).
2	66	Allard St	1 cleaning per year - May or June only	Clean all perimeter windows + window frames (in and out), where applicable clean entrance-way glass (in and out).
3	700	Assiniboine Park Drive <b>Police Building</b>	1 cleaning per year - May or June only	Clean all perimeter windows + window frames (in and out), where applicable clean entrance-way glass (in and out).
4	1168	Dakota St	1 cleaning per year - May or June only	Clean all perimeter windows + window frames (in and out), where applicable clean entrance-way glass (in and out).
5	1750	Dugald Street <b>Police Building</b>	1 cleaning per year - May or June only	Clean all perimeter windows + window frames (in and out), where applicable clean entrance-way glass (in and out).
6	1750	Dugald Street <b>Police Building</b>	"As Required"	All Partition Glass above 6 feet
7	1750	Dugald Street <b>Police Building</b>	"As Required"	High Ceiling Fans in the long hallway
8	1750	Dugald Street <b>Police Building</b>	"As Required"	Lower Ceiling Fans in the Gym (4 in total)
9	821	Elgin Ave	1 cleaning per year - May or June only	Clean all perimeter windows + window frames (in and out), where applicable clean entrance-way glass (in and out).
10	6	Fermor Ave	1 cleaning per year - May or June only	Clean all perimeter windows + window frames (in and out), where applicable clean entrance-way glass (in and out).
11	726	Furby St	1 cleaning per year - May or June only	Clean all perimeter windows + window frames (in and out), where applicable clean entrance-way glass (in and out).
12	260	Hartford Ave <b>Police Building</b>	1 cleaning per year - May or June only	Clean all perimeter windows + window frames (in and out), where applicable clean entrance-way glass (in and out).
13	1-1050	Henderson Highway	1 cleaning per year - May or June only	Clean all perimeter windows + window frames (in and out), where applicable clean entrance-way glass (in and out).

14	365	Jefferson Ave	1 cleaning per year - May or June only	Clean all perimeter windows + window frames (in and out), where applicable clean entrance-way glass (in and out).
15	365	Jefferson Avenue	As Required	Clean inside Partition Glass - both sides
16	765	Keewatin St	1 cleaning per year - May or June only	Clean all perimeter windows + window frames (in and out), where applicable clean entrance-way glass (in and out).
17	185	King Street (entire bldg.)	1 cleaning per year - May or June only	Clean all perimeter windows + window frames (in and out), where applicable clean entrance-way glass (in and out). <b>There are no roof anchors to tie onto at this location. All exterior windows will have to be accessed by boom truck.</b>
18	1057	Logan Ave	1 cleaning per year - May or June only	Clean all perimeter windows + window frames (in and out), where applicable clean entrance-way glass (in and out).
19	489	London Ave	1 cleaning per year - May or June only	Clean all perimeter windows + window frames (in and out), where applicable clean entrance-way glass (in and out).
20	2546	McPhillips St	1 cleaning per year - May or June only	Clean all perimeter windows + window frames (in and out), where applicable clean entrance-way glass (in and out).
21	625	Osborne St (Library and front entrance)	1 cleaning per year - May or June only	Clean all perimeter windows + window frames (in and out), where applicable clean entrance-way glass (in and out).
22	1155	Pacific Ave	1 cleaning per year - May or June only	Clean all perimeter windows + window frames (in and out), where applicable clean entrance-way glass (in and out).
23	1199	Pacific Ave	1 cleaning per year - May or June only	Clean all perimeter windows + window frames (in and out), where applicable clean entrance-way glass (in and out).
24	1360	Pembina Hwy	1 cleaning per year - May or June only	Clean all perimeter windows + window frames (in and out), where applicable clean entrance-way glass (in and out).
25	1910	Portage Ave	1 cleaning per year - May or June only	Clean all perimeter windows + window frames (in and out), where applicable clean entrance-way glass (in and out).
26	2490	Portage Ave	1 cleaning per year - May or June only	Clean all perimeter windows + window frames (in and out), where applicable clean entrance-way glass (in and out).
27	3180	Portage Ave	1 cleaning per year - May or June only	Clean all perimeter windows + window frames (in and out), where applicable clean entrance-way glass (in and out).
28	219	Provencher Blvd	1 cleaning per year - May or June only	Clean all perimeter windows + window frames (in and out), where applicable clean entrance-way glass (in and out).
29	141	Regent Ave West	1 cleaning per year - May or June only	Clean all perimeter windows + window frames (in and out), where applicable clean entrance-way glass (in and out).
30	5006	Roblin Blvd	1 cleaning per year - May or June only	Clean all perimeter windows + window frames (in and out), where applicable clean entrance-way glass (in and out).
31	598	St. Mary's Rd	1 cleaning per year - May or June only	Clean all perimeter windows + window frames (in and out), where applicable clean entrance-way glass (in and out).

32	600	St. Mary's Rd	1 cleaning per year - May or June only	Clean all perimeter windows + window frames (in and out), where applicable clean entrance-way glass (in and out).
33	1539	Waverley St (PW South)	1 cleaning per year - May or June only	Clean all perimeter windows + window frames (in and out), where applicable clean entrance-way glass (in and out). Includes Atrium main floor east side. High interior window cleaning and dusting for some high areas.
34	1120	Waverley Street	1 cleaning per year - May or June only	Clean all perimeter windows + window frames (in and out), where applicable clean entrance-way glass (in and out).
35	20	Westgate	1 cleaning per year - May or June only	Remove screens from windows, clean perimeter windows + screens (both sides), clean ledges + window frames (both sides), clean window tracks, re-install windows + screens.
36	380	William Ave	1 cleaning per year - May or June only	Clean all perimeter windows + window frames (in and out), where applicable clean entrance-way glass (in and out).
37	960	Thomas Avenue	1 cleaning per year - May or June only	<b>This Location requires Green Cleaning to comply with LEED Certification. Green Cleaning requirements shall be as noted in E2.2</b> Clean all perimeter windows + window frames (in and out), where applicable clean entrance-way glass (in and out). <b>Clean all overhead door windows (in and out)</b>
38	510	Main St Administration Building - Main Floor to the 7th floor	2 cleanings per year - May and October only - and in the 3rd or 4th week of the month	Remove screens from windows, clean perimeter windows + screens + window frames (in and out), clean window tracks and re-install screens as found. clean interior glass and partition glass (both sides) and entrance glass (in and out). <b>There are no roof anchors at this location. Contractor will need to confirm access method with Contract Administrator.</b>
39	510	Main St Administration Building Public Areas Main & 2nd Floor Only	2 cleanings per year - May and October only - by the 15th of the month	Clean all interior glass (both sides).
40	510	Main St Council Building Main and 2nd Floor only	2 cleanings per year - May and October only - and in the 3rd or 4th week of the month	Clean perimeter windows and window frames (in and out), clean roof glass in public areas, clean interior glass and partition glass (both sides)
41	421	Osborne St Admin Bldg. Main+ 2nd Floor - Business & Training Centre (Main)	2 cleanings per year - in Spring and in Fall	Remove all wire mesh security screens (drill required) and clean all perimeter windows + window frames (in and out). Re-Install security screens as found. Clean entrance-way glass (in and out), glass doorways and office windows.
42	600	Brandon Ave, Garage + Office, Rest areas	2 cleanings per year - in Spring and in Fall	Remove all wire mesh security screens (drill required) and clean all perimeter windows + window frames (in and out). Re-Install security screens as found. Where applicable clean entrance-way glass (in and out).

43	552	Plinguet St Main Floor	2 cleanings per year - in April and October- provide 24 hours notice to establish date	Clean all interior glass, partition glass and frames (both sides), clean transoms over doorways (both sides)
44	999	Sargent Avenue 2nd Floor	2 cleanings per year - May and October	Clean perimeter windows (in and out), clean all glass pool partitions (both sides)
45	185	King St Main Floor	3 cleanings per year - in April, August, and October	Main floor only - Clean exterior perimeter
46	1867	Springfield Rd Harbourview Complex	3 cleanings per year - (in March no later than the 15th day) (in July and in December after the freeze of the pond)	Clean accessible perimeter windows + window frames (in and out) [in July appx 20 windows cannot be accessed because of the water]
47	360	McPhillips Main and 2nd Flr	4 times per year (Early spring - April), (Early summer- June), (Late summer - Aug), (Fall- October)	Clean all perimeter windows and frames in and out; Clean entrance-way glass in and out.
48	552	Plinguet St (South Side) main and second floor	4 cleanings per year - in April, June, August and October - provide 24 hours notice to establish date.	Clean interior windows including the large bay windows, office door windows and interior windows. Clean tracks and security screens (both sides). <b>Pay careful attention not to scratch film-tinted coating on windows while cleaning. If damaged, the cost to repair/replace tinting will be at the Contractor's expense.</b>
49	552	Plinguet Street Main Floor	4 cleanings per year - in April, June, August and October - provide 24 hours notice to establish date	Clean tracks and security screens (both sides). <b>Pay careful attention not to scratch film-tinted coating on windows while cleaning. If damaged, the cost to repair/replace tinting will be at the Contractor's expense.</b>
50	457	Main St Main to 11th floor	1 cleaning per year between May and July	Clean all perimeter windows (in and out) <b>by bucket truck for 3rd floor and up (inadequate roof anchors at this location for rappelling equipment - also fancy gables on exterior prone to damage)</b>
51	457	Main St Main & 2nd Floor Windows Main Street side only	1 cleaning per month, April to October	Clean all perimeter windows (exterior only)
52	510	Main Street Administration Building Main & 2nd Floor only	10 cleanings per year/ one cleaning a month by the 15th of each month (excluding May and October).	Clean perimeter windows and window frames (in and out).
53	510	Main St Council Building Main and 2nd Floor	10 cleanings per year/ one cleaning a month	Clean perimeter windows, frames, and entrance-way glass (outside and inside).

			by the 15th of each month (excluding May and October)	
54	999	Sargent Avenue Main Floor	10 cleanings per year - last week of each month excluding May and October	Clean perimeter windows (in and out), including all glass partitions in entrance-way and cafeteria
55	251	Donald St. on Main, 2nd, 3rd, and 4th Floor (including 4th floor skylight not including inside of curtain wall).	1 cleaning per year ( <b>Includes Exterior Curtain Wall</b> ) Preferably <b>May</b> (in appropriate weather conditions - non-windy conditions)	Clean perimeter windows (inside and out) on Main Floor, 2nd Floor, 3rd Floor, and 4th Floor (including 4th floor skylight AND <b>not including</b> inside of the curtain wall). <b>For the exterior cleaning of the perimeter windows on the north, east and west elevations boom truck will be required as no provisions have been made for roof anchors (south elevation has anchors). INTERIOR CURTAIN WALL GLASS IS CLEANED ON ITEM 60</b>
56	251	Donald St Millennium Library	1 cleaning every 2 years	Clean interior <b>curtain wall</b> , and dust beams of curtain wall <b>this has to be reassessed by Safety - Trolley system located on ceiling will need to be re-certified</b>
57	251	Donald St. South Curtain Wall as required	As required	Contractor has to provide their own portable anchoring system because the ones on the roof are not certified. Supply and install portable anchoring system to perform window cleaning on the South curtain wall "as required"
58	251	Donald St South Wall Elevator	2 cleanings per year	Clean exterior and interior glass of south wall elevator (contact the Contract Administrator - this work is to be coordinated with elevator service schedule) <b>this location must be reassessed by Provincial Health &amp; Safety for annual inspections and reassessment of trolley system. There are no roof anchors on top of the elevator shaft to tie onto. Weight and beam access method is not permitted at this location.</b>
59	251	Donald St Millennium Library	4 cleanings per year - quarterly	Clean interior stairway glass-railing panels and guard-railing glass panels all floors AND 2nd floor walkway glass
60	251	Donald St Millennium Library	11 cleanings per year <sup>1</sup> monthly ( <b>12th cleaning is included on item 59</b> )	Clean perimeter windows main floor 2 high (outside only and include glass canopy @ Donald & Graham); Clean windows above glass canopy -outside only. Clean main entrance vestibule and atrium and revolving door glass. Glass up to 2nd floor.
61	skywalk	City Place to Millennium Library	3 cleanings per year - March, June and October only	Clean perimeter windows and window frames (in and out). There are no roof anchors to tie onto at this location. <b>All exterior windows will have to be accessed by boom truck.</b>
62	skywalk	Main Post Office Building to Millennium Library	3 cleanings per year- March, June and October only	Clean perimeter windows and window frames (in and out). <b>There are no roof anchors to tie onto at this location. All exterior windows will have to be accessed by boom truck.</b>

63	999	Sargent Avenue Main and 2nd Floor	As Required	Pool glass partitions (both sides)
64	1540	Main Street - North Transit Garage	2 cleanings per year	Clean all perimeter windows + window frames (in and out), where applicable clean entrance- way glass (in and out).
65	90	Sinclair -- North Centennial Pool	2 cleanings per year	Clean all partition glass and perimeter windows in and out
66	1220	Pacific Avenue	1 cleaning per year between May and September	Clean perimeter windows and window frames (in and out) at the north end of the building inclusive of the offices, lunch room and entrances. No shop/garage area windows. No garage door windows
67	365	Main Street	1 cleaning monthly - Mid month	Pedestrian Entrance windows (in and out) - Portage and Main underground concourse
68	266	Graham Ave	1 cleaning monthly - Mid month	exterior - main floor all windows
69	266	Graham Ave	1 cleaning per year - July or August	exterior - 2nd floor and up - <b>(without certified anchorage with proof of Provincial variance)</b>
70	245	Smith Street <b>Police Building</b>	1 cleaning monthly - Mid month	exterior - main floor all windows
71	245	Smith Street <b>Police Building</b>	1 cleaning per year - July or August	exterior windows and wall panels- 2nd floor and up <b>(without certified anchorage with proof of Provincial variance)</b>
72	2321	Grant Avenue <b>Police Building</b>	1 cleaning per year between May and September	Window Washing
73	2321	Grant Avenue <b>Police Building</b>	1 cleaning per year between May and September	Window Washing - all Partition Glass Above 6 ft
74	2321	Grant Avenue <b>Police Building</b>	1 cleaning per year between May and September	Window Washing - ceiling fans in the Long H
75	2321	Grant Avenue <b>Police Building</b>	1 cleaning per year between May and September	Window Washing - lower ceiling fans in gym
76	50	Provencher Blvd - the Bridge Restaurant	2 cleaning per year. Service in April and August	Window Washing - Cleaning all perimeter windows
77	50	Provencher Blvd - the Bridge Restaurant	2 cleaning per year. Service in April and August	Window Washing- Cleaning all windows in and out. <b>This site has a horizontal safety line fall arrest system that has to be inspected annually and to be used by qualified technicians only. I'll ensure that the annual inspections are up to date prior to window cleaning.</b>
78	25	25 Poseidon Bay	2 cleaning per year. Service in April and September	Clean interior and exterior glass

79	644	Parkdale	1 cleaning per year. Service in September	Clean the exterior and interior windows of the gym area only
80	251	Donald	2 Cleanings per year	Clean Partition Glass Second Floor.
81	2230	Main Street	2 Cleaning per year	Clean all exterior windows/frames as required to various buildings.
82	999	Sargent	Monthly cleaning	Clean both sides of the high pool partitions.
83	430	Langside Street	1 Cleaning per year	Inside windows, 2nd floor windows. Main floor windows inside and out.
84	1	Transcona Boulevard	2 Cleanings per year	Interior Windows - Twice per year exterior once per year
85	1195	Archibald Street	2 Cleanings per year	Interior Windows - Twice per year exterior once per year
86	500	Salter St	1 Cleaning per year	All Windows (Spring)
87	500	Salter St	1 Cleaning per year	Curtain Wall and SW Entrance (Fall)
88	15	Poseidon	4 Cleanings per year	Exterior Windows Quarterly Service
89	15	Poseidon	2 Cleanings per year	Interior Windows - Twice per year
90	421	Osborne Street Expansion Garage	2 cleanings per year - in Spring and in Fall	All windows including, High-Bay windows 6.5m to 4.9m above grade (in and out). Where applicable clean entrance-way glass (in and out).
91		Various Locations Windows without screens	"As-Required" basis, Sunday to Saturday, for buildings up to 2 stories high	Clean perimeter windows (both sides)
92		Various Locations Windows with screens	"As-Required" basis, Sunday to Saturday, for buildings up to 2 stories high	Remove screens, clean perimeter windows and window frames (both sides), and clean screen, security screens and window tracks both sides



## PART F - SECURITY CLEARANCE

### SECURITY CLEARANCE FOR WORK AT WINNIPEG POLICE SERVICE BUILDINGS OR STATIONS

- F1.1 The City will conduct a Level Two Security Clearance Check for:
- (a) owner(s), members of the Board of Directors and persons with controlling interest in the company; and
  - (b) any individual proposed to perform Work under the Contract for the Winnipeg Police Service.
- F1.2 The Contractor shall provide the Contract Administrator with:
- (a) a list of individuals identified in F1.1;
    - (i) in the case of additional or replacement individuals during the term of the Contract, at least thirty (30) Calendar Days before they assume their controlling role within the company or are proposed to commence Work for the Winnipeg Police Service.
  - (b) A completed Form P-608: Security Clearance Check authorization form available at <https://www.winnipeg.ca/matmgt/templates/information.stm#securitycheck> . Form P-608 must be signed and dated.
    - (i) Signature of Witness shall be signed by the contact person stated on Paragraph 3 of Form A: Bid/Proposal.
- F1.4 Each individual shall submit the required information and form to the Winnipeg Police Service Division 30 Security Section Supervisor at Main Floor, 245 Smith Street:
- (a) in the case of an additional or replacement individual during the term of the Contract, at least thirty (30) Calendar Days before they assume their controlling role within the company or are proposed to commence Work for the Winnipeg Police Service.
- F1.5 Any company for whom a satisfactory Level Two Security Clearance is not obtained for all owner(s), member(s) of the Board of Directors; and persons with controlling interests in the company will not be qualified for award of Contract.
- F1.6 Any individual proposed to do the Work for whom a satisfactory Level Two Security Clearance is not obtained will not be permitted to perform any Work for Winnipeg Police Service.
- F1.7 Any satisfactory Security Clearance obtained thereby will be deemed valid for one (1) year from the date of clearance, subject to a repeated Security Clearance Check as hereinafter specified.
- (a) Each individual doing Work in a Winnipeg Police Service Facility shall provide photo identification upon entry, in order that their Level Two security clearance can be verified.
- F1.8 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require a further Security Clearance Check.
- F1.8.1 The Contract will be terminated with any Contractor should any owner(s), member(s) of the Board of Directors; or persons with controlling interest in the company fail to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check.
- F1.8.1 Any individual who fails to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check will not be permitted to continue to perform Work under the Contract for the Winnipeg Police Service.
- F1.9 If a person fails a Winnipeg Police Service security clearance check at any level, they will not be able to apply for another clearance for 2 years.