



THE CITY OF WINNIPEG

TENDER

TENDER NO. 293-2023

CITY ENFORCED PROPERTY CLEANUPS

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 CITY ENFORCED PROPERTY CLEANUPS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, June 30, 2023.

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 The Bidder is advised that job sites are only identified when Property Owners are found in non-compliance of orders to remediate garbage conditions on their properties. Therefore, there will not be any opportunity for site investigation(s).

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

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.
- B6.4 The Bidder is responsible for ensuring that they have 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 their 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 they wish 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 their 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; and
 - (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.
- 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 their own name, their 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 their 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 their 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 their duly authorized officer or officers;
- (d) if the Bidder is carrying on business under a name other than their 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.

B10.6.1 Prices shall include:

- (a) duty;
- (b) freight and cartage;
- (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
- (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.

B10.6.2 Prices shall not include Environmental Handling Charges (EHC) or fees, which shall be extra where applicable.

B10.7 The quantities listed are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B10.8 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.

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 their 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 their 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 their 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 their 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 their 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 their sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of their 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 their 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 their 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 their 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); and
 - (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.4 and D7).
 - (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.

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.

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 their 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 ; and
- (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 their Bid or in other information required to be submitted, that they are 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 their 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 their 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
- 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 the removal, safe transportation, and proper disposal of garbage and rubbish material from designated properties, under the direction of a By-Law Enforcement Officer and as ordered by Community By-Law Enforcement Services for the period from date of award until December 31, 2023 with the option of four (4) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

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

D2.1.3 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 are as follows:

- (a) Primary Inspections, in the presence of a By-Law Enforcement Officer which are to be conducted on a call out basis in order to determine equipment requirements and cost estimates as part of our general inspection programs;
- (b) Property remediation consisting of the complete collection and removal of all items designated as garbage or rubbish materials from designated properties, as directed by the By-law Enforcement Officer in Charge;
- (c) Safe transport and disposal of all garbage and rubbish materials that are collected from designated properties to any landfill location; and
- (d) In certain circumstances, scrap metal shall be separated and delivered to a designated recycling facility.

D2.3 The Work shall be done on an "as required" basis during the term of the Contract.

D2.3.1 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.

D2.3.2 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.

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 their 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 their contract and the fulfilment of their obligations under their 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) **“Garbage”** means any materials that meets the definition of “Garbage” in the City of Winnipeg [Neighbourhood Liveability By-law 1/2008](#);
- (b) **“Occupant”** means any person who occupies a property;
- (c) **“Owner”** means in relation to real property, a person who is the owner of a freehold estate in the real property, including, in respect of common elements of a condominium, the condominium corporation. This may include, but not limited to:
 - (i) the person identified on the certificate of title as a sole owner, joint tenant, or tenant in common of a freehold estate;
 - (ii) a person who is registered under The Condominium Act as the owner, as defined in that Act, of a unit under that Act;
 - (iii) a real owner, as defined in Subsection 1(1) of The Municipal Assessment Act and further includes a person who is responsible for the real property;
 - (iv) any person managing a building, whether on his or her own account or as agent or trustee of any other person who is receiving, is entitled to receive or would receive the rent for the building if the building were rented;
 - (v) any person who, despite having sold the real property under an agreement for sale, has paid any real property taxes on the property after the effective date of the agreement;
 - (vi) any person who, for the time being receiving installments of the purchase price of a property sold under an agreement for sale whether on his or her own account or as an agent or trustee of any other person; and
 - (vii) any person who would receive the installments of the purchase price if such land or premises were sold under an agreement for sale.
- (d) **“Rubbish”** means any materials that meets the definition of “Rubbish” in the City of Winnipeg Neighbourhood Liveability By-law 1/2008; and

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

John Lorbis
Coordinator Business Supports & Enforcement Processes
Community By-Law Enforcement Services

Telephone No. 204-232-2803
Email Address: jlorbis@winnipeg.ca

D5.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D6. CONTRACTOR'S SUPERVISOR

D6.1 Further to C6.22, 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 their employ.

D6.2 Before commencement of Work, the Contractor shall identify their 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.

D6.3 The Contractor Supervisor shall:

- (a) Provide adequate supervision of their employees and shall ensure that all employees conduct themselves in an appropriate manner;
- (b) Without limitation ensure that employees:
 - (i) Behave in a courteous and polite manner (no profanity or excess noise) to City staff, other personnel, or the public; and
 - (ii) Use their own two-way (2) radio(s) or telephones or cellular telephones when required.
- (c) Ensure that all employees do not enter upon any Job Site or private property without a By-Law Enforcement Officer present. **The Contractor and his employees shall be responsible for any civil matters arising from any unauthorized entries being made.**

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.

D8. UNFAIR LABOUR PRACTICES

- D8.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D8.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D8.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D8.4 Failure to provide the evidence required under D8.3, may be determined to be an event of default in accordance with C18.
- D8.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing (“Unfair Labour Practice Penalty”). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D8.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor’s violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City’s reputation in the eyes of the public as a result of same.
- D8.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with clause D8.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D8.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

D9.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D10. INSURANCE

D10.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;

D10.2 Deductibles shall be borne by the Contractor.

D10.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.

D10.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

SCHEDULE OF WORK

D11. COMMENCEMENT

D11.1 The Contractor shall not commence any Work until they are in receipt of a notice of award from the City authorizing the commencement of the Work.

D11.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D9;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the insurance specified in D10;
 - (iv) the direct deposit application form specified in D21; and
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D12. LIQUIDATED DAMAGES

D12.1 If the Contractor fails to achieve the Work of the Contract in accordance with E2 the Contractor shall pay the City two hundred dollars (\$200.00) *per Working Day and per Work Site* for each and every Working Day following the day fixed herein until the Work is complete.

D12.2 The amount specified for liquidated damages in D12.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve the Work of the Contract.

D12.3 Notwithstanding D12.1 the following Liquidated Damages shall apply:

- (a) In accordance with E2.2 and E2.3 the Contractor shall pay the City forty dollars (\$40.00) for every fifteen (15) minute period that the Contractor fails to arrive and/or commence the Work after a request for service (starting at the 31st minute mark); and/or
- (b) In accordance with E2.3(b) the Contractor shall pay the City forty dollars (\$40.00) for every fifteen (15) minute period that the Contractor fails to provide its remediation crews with proper tools to execute their duties in a manner deemed acceptable to the Contract Administrator or his designate (starting at the 31st minute after notification is made to the Contractor).
- (c) In accordance with E3.1 the Contractor shall pay the City forty dollars (\$40.00) for every sixty (60) minute period that the Contractor fails to respond to the Contract Administrator in an "as required" and/or "urgent" basis.
- (d) In accordance with E3.1.1 and in the event that an issue is not resolved to satisfaction of the Contract Administrator, the Contractor shall pay the City Liquidated Damages in accordance with D12.1.

D12.4 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D13. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

D13.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the delivery requirements and schedule identified in the Contract in close consultation with the Contract Administrator.

D13.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, 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.

D13.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.

D13.4 For any delay related to Supply Chain Disruption 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 D13.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D13.5 The Work schedule will be adjusted to reflect delays accepted by the Contract Administrator.

D13.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

CONTROL OF WORK

D14. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) - QUALIFICATIONS

D14.1 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 their sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.3.

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 their 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;
 - (g) hazardous materials are handled and disposed of in a manner that meets all applicable regulations or acts; and
 - (h) all crew members evacuate the designated property when ordered by any By-Law Enforcement Officer and not return until advised it is safe to do so.

D16. INSPECTION

- D16.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.
- D16.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

D17. DEFICIENCIES

- D17.1 Further to C11.7, the Contract Administrator may order the Contractor to alter or improve their methods, to increase or improve their Plant, 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.

D18. ORDERS

- D18.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D19. RECORDS

- D19.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D19.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
 - (b) order date(s);
 - (c) service date(s); and
 - (d) description and quantity of services provided.
- D19.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D20. INVOICES

- D20.1 Further to C12, the Contractor shall submit an invoice for each portion of work performed within Seven (7) Calendar Days of performing the Work 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
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca
- D20.2 Invoices must be detailed, and 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 as follows:**
 - (i) type of work must be specified as per Form B: Prices.
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Contractor's GST registration number.
- D20.2.1 Notwithstanding C12, invoices that are incomplete or inaccurate will be requested to be re-submitted and must be received not later than the timeframe indicated in D20.1.
- D20.2.2 In the event that the City is unable to get reimbursed from the Property Owner because an accurate invoice was not received for the Work performed and by timeframe indicated in D20.1, the City may, at her discretion deduct the value of that invoice from future payment.
- D20.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D21. PAYMENT

- D21.1 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.

D21.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D22. WARRANTY

D22.1 Notwithstanding C13, Warranty does not apply to this Contract.

DISPUTE RESOLUTION

D23. DISPUTE RESOLUTION

D23.1 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 D23.

D23.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D23.3 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 their 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 their Appeal Form.

D23.4 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.

D23.4.0 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.

D23.4.1 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.

D23.4.2 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.

D23.4.3 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 D23.4.2, 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

D24. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D24.1 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.
- D24.2 Further to D24.1, in the event that the obligations in D24 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.
- D24.3 For the purposes of D24:
- (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.
- D24.4 Modified Insurance Requirements
- D24.4.1 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 their Ministers, officers, employees, and agents shall be added as additional insureds.
- D24.4.2 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.
- D24.4.3 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.
- D24.4.4 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.
- D24.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D24.5 Indemnification By Contractor
- D24.5.1 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.

- D24.5.2 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.

D24.6 Records Retention and Audits

D24.6.1 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.

D24.6.2 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 D24.6.1 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.

D24.7 Other Obligations

D24.7.1 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.

D24.7.2 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.

D24.7.3 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.

D24.7.4 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.

D24.7.5 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.

D24.7.6

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 services for City Enforced Property Cleanups in accordance with the requirements hereinafter specified.
- E2.2 Item No. 1 – Call-Out/Primary Inspection shall include
- (a) An inspection that is conducted by the Contractor in the presence of a By-Law Enforcement Officer between the hours of 8:30 a.m. to 4:00 p.m., Monday through Friday to determine the number of crew and equipment required to complete the Work in the shortest amount of time. This shall be referred to as the Primary Inspection of the Property.
 - (i) Depending on the Work required, the Primary Inspection of the Property may occur immediately preceding the actual Work to begin.
 - (b) Where additional equipment or remediation teams are required, a written estimate shall be provided to the attending By-Law Enforcement Officer during the Primary Inspection of the Property.
 - (i) The Contractor's estimate shall be valid for a period of two (2) weeks. Should the clean-up be delayed by the City, the Contractor is entitled to request a new Primary Inspection and will be allowed to apply it to the cost of the clean-up on the Contractor's invoice.
- E2.2.1 Notwithstanding, E2.2(b) only one (1) Primary Inspection can be billed per work order.
- E2.3 Item No. 2 – Remediation Site Crew shall be:
- (a) Comprised of a minimum of two (2) workers as follows: one (1) Site Supervisor and one (1) Crew Member(s);
 - (b) Each Remediation Site Crew shall have available their own Prescribed Tool Kit, described in E4;
 - (c) Contractor's workers shall be responsible for attending designated properties to:
 - (i) collect garbage and rubbish materials throughout designated properties and load the materials onto assigned transport vehicles:
 - (i) when the transport vehicle is not present at a Job Site, the remediation crew is responsible for safely marking off a loading area and continue working; and/or
 - (ii) if any part of the loading area is encroaching onto any public right of way or affecting normal pedestrian or vehicular traffic, the area must be safely marked off in accordance with the **Manual of Temporary Traffic Control on City Streets**
<https://winnipeg.ca/publicworks/trafficControl/manualTempTrafficControl.stm>
 - (ii) separate any salvage materials in accordance with E7 as directed by the attending By-Law Officer; and

- (iii) separate and organize other materials within the property in a manner that supports the attending By-Law Officer's enforcement of their order.
 - (d) Normal operating hours are between 8:30 a.m. - 4:00 p.m. However, the Contractor must be able to perform the Work outside of these hours, which may include evenings and/or weekends.
 - (i) There shall be no provision for shift premiums or overtime to be billed to the City for Work that falls outside of the hours stated in E2.3(d).
- E2.3.1 The Contractor's Site Supervisor is responsible for taking direction from the attending By-Law Enforcement Officer, and is further responsible for all Contractor's workers to ensure that Work requested is conducted in a safe and efficient manner. All Work performed shall be accordance to all other conduct expectations outlined in D6.3 of this tender document.
- E2.3.2 Access to private property is dictated by law, and subject to proper notification to the Property Owners and/or Occupants. The Contractor's staff shall not be permitted to enter upon any private property without the presence and approval of a By-Law Enforcement Officer.
- E2.3.3 The City recorded 751 deployments of Site Remediation Crews in 2018. The Contractor shall be capable of deploying Primary Site Crews to a minimum of two (2) or more Job Sites concurrently based on daily workload or especially when there is a large-scale remediation Site being worked.
- E2.4 Item No. 3 – Support Crew shall be:
 - (a) Additional team of two (2) workers may be requested on a written estimate when both the attending By-Law Enforcement Officer and the Contractor Supervisor identify a situation where a large volume of materials at a Site is inaccessible by special tools or machinery and will have to be manually collected and transferred to the loading area.
 - (i) All Contractor's workers shall be outfitted with their own Prescribed Tool Kit described in E4.
 - (ii) Contractor's workers will take direction from the Remediation Crew Supervisor in the removal of garbage from designated properties and as described in the Primary Inspection.
 - (iii) Support Crews will be billed at an hourly rate and can be dismissed from any Site at the discretion of the attending By-Law Enforcement Officer or Contract Administrator.
- E2.5 Item No. 4 – Cost per Truck & Trailer Load shall be:
 - (a) Inclusive of the labour and equipment required to load, transport, and unload the garbage and rubbish materials for disposal at the appropriate Site. **At minimum**, this shall include the following equipment available to Remediation Crews:
 - (i) a minimum of a ½ ton truck that shall be outfitted with the Prescribed Tool Kit described in E4 and
 - (ii) a light duty dump trailer (10 ft long by 6 ft. wide with minimum 18" sides that can adjust in height as needed) that is equipped to allow the operator to unload the materials with minimum manual labour.
 - (b) Trailer Loads must be properly documented and cleared by the attending By-Law Enforcement Officer before it will be allowed to depart from a Job Site.
 - (i) Where the attending By-Law Enforcement Officer did not get opportunity to document a Truck or Trailer Load, the Contract Administrator has the right to request that the load be excluded from the invoice.
 - (c) The Contractor must have the ability to rotate truck and/or trailer or trailers as they are filled from a designated property without reducing the number of Remediation Site Crew members in a manner that stops the Work at a Job Site from continuing.
 - (i) The Contractor is responsible for acquiring and scheduling equipment to support the Site Crews each day.

- (ii) In circumstances where the truck and/or trailer or trailers is to be separated from the Site Remediation Crew, the Prescribed Tool Kit or required tools from it must be left onsite in order for the workers to continue handling material throughout the designated property and bringing it to the designated removal point.
- (d) Multiple Job Site Materials cannot be combined into a single load without prior approval from the Contract Administrator or designate.
 - (i) When approved, the Contractor must be able to clearly separate loads by a solid separator that a By-Law Enforcement Officer will be able to clearly document load separation. The Contractor's Site Supervisor must sign off on the By-Law Enforcement Officer's report which shall waive the right to charge any tipping fees for all tipping fees for that trailer for the entire day.
 - (ii) If a trailer does not arrive empty at a prescribed property, the Contractor's Site Supervisor shall sign off on the waiver described in E2.5(d)(i) before any Work shall begin.
- (e) It is the Contractor's responsibility to obtain and submit a weight scale ticket from the proper dump site with the invoice.
 - (i) Failure to provide a weight scale ticket with an invoice shall determine that item to not be billed back to the City.
 - (ii) Weight scale tickets submitted at any other time other than when the initial invoice is submitted shall not be considered for payment.

E2.5.1 The City recorded 817 Job Sites where a truck and trailer were used for a total of approximately 817 different sized loads in 2022.

E2.6 Item No. 5 – Cost per Bin Load shall be:

- (a) A forty (40) cubic yard capacity bin may be ordered by the Contractor to supplement or replace a Truck and Trailer Load when the estimated volume or weight of the materials exceeds the abilities of the crew or trailer restrictions.
- (b) It shall be the Contractor's responsibility to have the bin placed at the designated property, organize a bin rotation schedule as required, and ensure the last bin is removed early enough to obtain a weight scale ticket from the proper dump site the same day that it was filled.

E2.6.1 The City recorded two (2) Job Sites that required bins, for a total of two (2) bin loads in 2022.

E2.7 Item No. 6 – Mark-Up on Other Equipment Rentals shall be:

- (a) Any special equipment or heavy machinery that is identified during the Primary Inspection in order to complete the Work is required to be approved by the Contract Administrator.
 - (i) The Contractor shall be responsible for making this equipment available within 48 hours of the Primary Inspection unless otherwise approved by the Contract Administrator.
 - (ii) The Contractor shall provide all necessary documentation to support the line item and markup to the Contract Administrator.
- (b) Under the direction of the attending By-law Enforcement Officer, the City reserves the right to continue or cancel the Remediation Work in the absence of the required equipment. In the event that this occurs, the City shall not be responsible for damages incurred by the Contractor, and may further invoke Liquidated Damages described in D12.
- (c) The Contractor shall not charge for any special equipment it owns under this item unless the Contractor supplies, at the start of each contract year, a Fee Schedule of all available equipment it owns and the related rental rate in half (½) hour intervals.
 - (i) The Contractor shall not be entitled to further mark-up their own rental invoices, and shall invoice use of their own equipment according to the information supplied in E2.7(c)

- (ii) The Contractor shall agree to provide their Site Supervisor priority rights to the equipment.

E2.8 Item No. 7 – Cancellation Fee (Less than two (2) Business Days) shall be:

- (a) This does not apply to sites that are rescheduled to another date by the Contract Administrator or a By-law Enforcement Officer.
- (b) Regardless of the reason, any cancellation of services by the City may be allowed to be invoiced to the City at the Cancellation Fee where:
 - (i) The scheduled Contractor's attendance to a Job Site is cancelled by the City, and is less than two (2) Business Days prior to the scheduled start date of the job; and
 - (ii) Is prior to the Contractor attending the Job Site.
- (c) It shall not be deemed to be a cancelled clean up if the Contractor attends to a Site with the attending By-Law Enforcement Officer and they find the property to be free of garbage.
 - (i) In the instance where a property is found to be free of garbage at the Call-Out/Primary Inspection, even when a Remediation Site Crew is dispatched to conduct the inspection, the Contractor shall invoice for Primary Inspection only.
 - (ii) In the instance where a Primary Inspection had previously occurred and the Contractor attended for a scheduled clean-up but the property is found to be free of garbage, the Contractor shall invoice a maximum of one (1) Remediation Site Crew and, when applicable, one (1) hour of Support Crew in addition to the Primary Inspection.
 - (iii) The City recorded 157 cancellations in 2022. However, this does not include situations where a Site Remediation Crew attended but did not remove any materials.

E3. CONTRACTOR

E3.1 Notwithstanding D6 which applies to the Contractor's Supervisor on Work Site(s), the Contractor, or his designate shall be available to respond to the Contract Administrator on an "as required" and/or "urgent" basis within four (4) hours of contact.

E3.1.1 When the Contract Administrator informs the Contractor that an issue has arisen or a default has occurred, the Contractor shall have forty-eight (48) hours to resolve the issue or default, and in the sole discretion of, and to the satisfaction of the Contract Administrator.

E3.1.2 Requests to the Contractor may be made by telephone, email, text message or any other method.

E3.2 In the event that a Work crew is late or was unable to attend a Site, or where there is a breakdown in communication by the method employed in E3.1.2 the Contractor shall supply to the Contract Administrator a comprehensive report explaining the reasons for the default or breakdown in communication.

E3.3 In accordance with E3.1 and in the event that the Contractor does not comply with the timeframes listed, the City may assess liquidated damages as per Section D12.

E4. PRESCRIBED TOOL KIT

E4.1 The following list of items that shall be supplied by the Contractor to all of the Contractor's Work Crews, in order to provide Work Crews with the necessary equipment to perform Work under this Contract. At minimum Prescribed Tool Kits shall consist of:

- (a) One (1) wheelbarrow in safe and working condition;
- (b) A tool box stocked with small hand tools (to minimally include a cordless drill with attachments, screwdrivers, hammer, wrenches, hatchet, hand saw, and tools cutting a padlock or chain);

- (c) An assortment of garden tools (to minimally include a brush cutter, metal shovel and rakes); and
- (d) A fully equipped first aid kit.

E4.1.1 It should be noted that in the event where appropriate equipment is not available or accessible to any of the Contractor's Work Crew, that no additional cost to the City shall be incurred related to down-time for the Work Crew to obtain the appropriate equipment to perform Work on the Site. Furthermore, the City may, at its discretion, invoke Liquidated Damages as outlined in D12 for time lost while the Contractor obtains the appropriate equipment.

E4.1.2 In the event that the Prescribed Tool Kit is absent, the City may, at its discretion, invoke Liquidated Damages as outlined in D12 for time lost while the Contractor obtains the appropriate equipment. Furthermore, the Contract Administrator or his designate may choose to reschedule the Site to another date and time, and the Contractor shall bear any additional costs which cannot be applied to the invoice.

E5. CONTRACTOR'S STAFF AND SECURITY CLEARANCE

E5.1 All Contractor's employees performing Work on a Site shall have Security Clearance in accordance with Section F.

E5.1.1 The Contractor shall supply the Contract Administrator with a list of employees and their Security Clearance documentation prior to any Work being performed so that the Contract Administrator can pre-approve them as an acceptable employee to be assigned future Work on a Site.

E5.1.2 In the event that the Contractor has changes to his pre-approved employee list, he shall provide an updated list of employees to the Contract Administrator to approve acceptance of a Contractor's employee status to Work on a Site, within forty-eight (48) hours of a change as follows:

- (a) Staff no longer in their employ shall be removed from the list of employees; and
- (b) New staff Security Clearance documentation submitted upon clearance being obtained.

E5.1.3 It shall be the Contractor's responsibility to ensure that only employees who have been pre-approved to Work on a Site be allowed to Work on a Site.

E5.2 In accordance with E5.1 all employees working on a Site shall have photo identification available in the event that the Contract Administrator or their designate requests verification of an employee's identity.

E6. ELIGIBILITY TO WORK, UNIFORMS AND APPEARANCE

E6.1 All Contractor's employees performing Work on a Site shall:

- (a) Have Security Clearance in accordance with Section F;
- (b) Be uniformed with the following minimal requirements:
 - (i) Uniforms and clothing must be neat in appearance, and shall have Contractor's name clearly shown on the uniform.

E7. WORK REQUIRED ON-SITE

E7.1 The Contractor shall complete the Work to the satisfaction of the attending By-Law Enforcement Officer within the time period stated in the Primary Inspection of the Property.

E7.2 The Contractor shall be qualified and properly trained and equipped to handle small scale clean ups (loose litter).

- E7.3 The Contractor shall be qualified and properly trained and equipped to handle large scale property clean ups where heavy machinery may be needed to be employed, including but not limited to:
- (a) Animal, vegetable and agricultural wastes, including manure;
 - (b) Ashes;
 - (c) Large items of refuse, including but not limited to appliances, indoor furniture, dilapidated outdoor furniture, mattresses, large auto parts, and crates;
 - (d) Construction and demolition wastes;
 - (e) Dead animals;
 - (f) Industrial refuse;
 - (g) Rubbish, including but not limited to:
 - (i) Combustible items such as paper, rags, boxes, bedding and wood;
 - (ii) Non-combustible items such as tin cans, metals, pressurized containers, ceramics, metal foils, plastics and glass; and
 - (iii) Vegetative wastes, including but not limited to prunings, grass clippings, weeds, leaves and general garden wastes.
 - (h) Abandoned or unattended shopping carts;
 - (i) Hazardous waste;
 - (i) The Contractor is responsible for ensuring that all hazardous waste be transported and disposed of in accordance with all applicable by-laws, acts and regulations.
 - (j) Wrecked, dismantled, partially dismantled, inoperative, discarded, or abandoned trailers, machinery or vehicles or parts thereof; and
 - (k) Any deserted or discarded article, product or goods of manufacture.
 - (i) This does not include a derelict vehicle, as defined in Division 2 of Part 1 of the Neighbourhood Liveability By-Law 1/2008;
 - (ii) As per the Neighbourhood Liveability By-Law 1/2008, the City has the legal grounds to remove the items from a property as listed above.
 - (l) If during an inspection, and upon mutual agreement between the Contractor and the attending By-Law Enforcement Officer, a Support Crew can be deployed for the purposes of the sorting and collecting of materials for Salvage in accordance to E8 of this Tender.

E8. SALVAGE

- E8.1 Where salvage of metals has been determined to be practical and applicable by the attending By-Law Enforcement Officer, the clean-up rate and the cartage fee shown on Form B: Prices will be paid.
- E8.2 The Contractor shall take all the salvage material to a local scrap yard and the value of the material shall be credited to the City on the invoice. The City shall credit the value of the scrap against the clean-up cost for that Job Site only.
- (a) All original documents related to the salvage materials shall be attached to the Contractor invoice at the time of submission.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at their place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at their place of residence; or
 - (b) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account:
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
 - (d) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- F1.2 The following is a link to information for obtaining the Police Information Check including the Vulnerable Sector screening from the City of Winnipeg Police Service.
<http://winnipeg.ca/police/pr/PIC.stm>
- F1.2.0 The Police Information Check shall include a Vulnerable Sector Screening. This can be obtained by following the link below <http://winnipeg.ca/police/pr/PIC.stm> .
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- F1.3 The original Police Information Check (Form P–612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Police Information Check (Form P–612) to the Contract Administrator.
- F1.4 Prior to the award of Contact, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.5 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.6 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work.