



THE CITY OF WINNIPEG

TENDER

TENDER NO. 405-2024

OVERHEAD DOOR INSPECTION AND MAINTENANCE

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 Overhead Door Inspection and Maintenance

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, July 8th, 2024.

B2.2 The Contract Administrator or the Manager of Purchasing 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

B3.0 Further to C3.1, the Bidder may make an appointment to view a specific Site(s) by contacting the Contract Administrator.

B3.1 The Bidder is advised that Personal Protective Equipment will need to be worn at all times when investigating sites. This equipment shall include CSA approved, Hard Hat, Steel Toed footwear, Protective Eyewear and a reflective vest.

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 their Bid or their 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 gaining access to the Site 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 D4.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Tender, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.

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

B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

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 D4.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Tender.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;

- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for 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;
- (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.

B10.2 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

B11.0 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.

B11.1 The Persons are:

- (a) GNB Doors, Winnipeg, Manitoba was consulted for level of service expectations in overhead door inspection and service.

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, Purchasing 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 B13.6 and D6);
- (e) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - Security Clearance; and
- (f) The bidder shall provide documentation of their technician's proof of a minimum of 5 years' experience working with commercial overhead, rolling steel doors, and fabric high speed doors.

B13.4 The Bidder shall provide, in their Bid:

- (a) Proof of insurance as per section D10 of the tender document,
- (b) Safety Documentation as listed in section B13.5 of the tender document,
- (c) A copy of the bidder's companies' registration as per section B14.1 (a)

- (d) The bidder will provide documentation of the qualifications of their technicians, including years of experience working with various commercial doors.
- (e) The number of technicians with the minimum experience specified in section B14.3(f) and the number of vehicles currently equipped to work on commercial doors
- (f) A sample of their current inspection report templates for the following door styles;
 - (i) Conventional commercial overhead doors, rolling steel doors and high speed fabric roll doors.

B13.5 Further to B13.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/>).

B13.6 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 [Accessibility Training](#) for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B13.7 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.

B13.8 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;
- (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

- C0.0 The *General Conditions for Supply of Services* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.0.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.1 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 inspection and routine maintenance of manual and motorized overhead doors for the period from August 1, 2024 until August 5th, 2025, with the option of three (3) 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 July 31 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) Inspection and routine maintenance of the City of Winnipeg's inventory of Overhead Doors
- (b) Provide After Hours and Emergency support services on a call out basis
- (c) Provide detailed reports for completed inspections.

D2.3 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, 2024.

D2.3.1 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.

D2.4 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.

D2.5 The funds available for this work are \$ 75,000.00 per annum.

D3. DEFINITIONS

D3.1 When used in this Tender:

- (a) **"Supply Chain Disruption"** means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial

efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption.

D4. CONTRACT ADMINISTRATOR

D4.0 The Contract Administrator is:

David Firth
Asset Maintenance Coordinator
Telephone No. 204 451-4098
Email Address. dfirth@winnipeg.ca

D4.1 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5. CONTRACTOR'S SUPERVISOR

D5.1 Further to C6.22, 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.

D5.2 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.

D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D6. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D6.1 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.

D6.1.1 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.

D6.1.2 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.

D7. UNFAIR LABOUR PRACTICES

- D7.1 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.
- D7.2 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.
- D7.3 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.).
- D7.4 Failure to provide the evidence required under D7.3, may be determined to be an event of default in accordance with C18.
- D7.5 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.
- D7.5.1 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.
- D7.5.2 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 D7.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D7.5.3 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

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, Purchasing Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>
- D9.3 Notwithstanding B13.5 at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.
- D9.4 The Contractor shall provide their approved Work Alone Plan at least five (5) Business Days prior to the commencement of any Work on the Site, upon request from the Contract Administrator.

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.
- D10.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D11. CONTRACT SECURITY

- D11.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract security for the initial term of the Contract, and then each subsequent extension term in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price for the initial term or extension term; or
 - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg,

- in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price for the initial term or extension term; or
- (c) a certified cheque or draft payable to “The City of Winnipeg”, drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price for the initial term or extension term.
- D11.1.1 Bidders are advised that, as each Extension Term of the Contract may be subject to a different Contract Price, the Contractor shall submit adequate contract security for the initial term and then each extension term, which may be done through the cancellation and reissuance of contract security, or the revision of previously issued contract security via a rider.
- D11.1.1 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:
- (a) the version submitted by the Contractor must have valid digital signatures and seals;
- (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
- (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
- (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D11.1.1(b).
- D11.1.2 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City’s request or within such greater period of time as the City in its discretion, exercised reasonably, allows.
- D11.1.3 Digital bonds passing the verification process will be treated as original and authentic.
- D11.1.4 Where the contract security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as contract security.
- D11.2 The Contractor shall provide the Contract Administrator with the required contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.
- D12. SUBCONTRACTOR LIST**
- D12.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) 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, if applicable.

SCHEDULE OF WORK

D13. COMMENCEMENT

- D13.1 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.
- D13.2 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 C6.17;
 - (iii) evidence of the insurance specified in D10;
 - (iv) the contract security specified in D11;
 - (v) the Subcontractor list specified in D12;
 - (vi) the Safe Work Plan specified in D9;
 - (vii) the direct deposit application form specified in D27; and
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D13.3 The Contractor shall commence the Work on the Site within ten (10) Working Days of receipt of the notice of award.
- D13.4 The Contractor shall not commence the Work on the Site before August 1st, 2024.

D14. TOTAL PERFORMANCE

- D14.1 The Contractor shall achieve Total Performance by July 31, 2025.
- D14.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D14.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D15. LIQUIDATED DAMAGES

- D15.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City One hundred dollars (\$100.00) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.
- D15.2 The amount specified for liquidated damages in D15.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.
- D15.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D16. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D16.1 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.

- D16.2 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.
- D16.3 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.
- D16.4 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 D16.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D16.5 The Work schedule, including the durations identified in D14 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D16.6 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

D17. JOB MEETINGS

- D17.1 Regular monthly job meetings will be held at a mutually agreed upon location. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D17.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

D18. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) - QUALIFICATIONS

- D18.1 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.

D19. SAFETY

- D19.1 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.
- D19.2 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.
- D19.3 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;
- (f) fire hazards in or about the Work are eliminated;

D20. SITE CLEANING

- D20.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other contractors.
- D20.1.1 As the Work progresses, the Contractor shall remove any Materials not required for the performance of the remaining Work. He shall also remove waste and debris other than that caused by the City or other contractors and leave the Site(s) and the Work clean and suitable for occupancy by the City unless otherwise specified.
- D20.1.2 Total Performance shall not be considered to have been achieved until the Contractor has cleaned up the Site(s) and has removed all surplus Material, waste and debris, other than that left by the City or other contractors.

D21. INSPECTION

- D21.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable them 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.
- D21.2 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.

D22. DEFICIENCIES

- D22.1 Further to C11.7, the Contract Administrator may order the Contractor to alter or improve their methods, or to increase productivity. The Contractor will 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.

D23. ORDERS

- D23.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D24. RECORDS

- D24.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D24.2 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.

D24.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within ten (10) Working Days of a request of the Contract Administrator.

D25. WINNIPEG CLIMATE ACTION PLAN AND ANNUAL FUEL REPORTING

- D25.1 The Contractor shall submit to the Contract Administrator for approval no later than three (3) months following the Contract renewal or end date, that includes accurate quantities of each type of fuel consumed for motor vehicles and equipment used in performing the Work, including the following details:
- D25.2 Total fuel use (in litres) for each fuel type consumed, sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable)
- D25.3 If fuel use (in litres) is not available – total vehicle kilometers travelled, sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable).
- D25.4 If fuel use (in litres) and vehicle kilometers travelled are not available – total vehicle usage (in hours), sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable).
- D25.5 Any other information requested by the Contract Administrator.
- D25.6 The City will use the reports to track and report on total greenhouse gas production from vehicle use in both City operations and City contracted services. This initiative aims to reduce air pollution and the production of greenhouse gas emissions while demonstrating the City's commitment to environmental sustainability in implementing the Winnipeg Climate Action Plan.

MEASUREMENT AND PAYMENT

D26. INVOICES

D26.1 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-INVOCES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca

D26.2 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.

D26.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D27. PAYMENT

D27.1 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.

WARRANTY

D28. WARRANTY

D28.1 Notwithstanding C13, the warranty period shall begin on the date of Total Performance and shall expire one year (1) year thereafter unless extended pursuant to C13.3, in which case it shall expire when provided for thereunder for any newly installed parts or equipment.

D28.2 Notwithstanding C13, Warranty does not apply to this contract for inspections only for maintenance performed.

DISPUTE RESOLUTION

D29. DISPUTE RESOLUTION

D29.1 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 D29.

D29.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D29.3 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 Purchasing Division 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.

D29.4 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.

D29.4.1 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.

- D29.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D29.4.3 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.
- D29.4.4 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 D29.3.3, 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

D30. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D30.1 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.
- D30.2 Further to D30.1, in the event that the obligations in D30 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.
- D30.3 For the purposes of D30:
- (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.
- D30.4 Modified Insurance Requirements
- D30.4.1 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.
- D30.4.2 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.
- D30.4.3 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.
- D30.4.4 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.
- D30.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D30.5 Indemnification By Contractor

D30.5.1 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.

D30.5.2 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.

D30.6 Records Retention and Audits

D30.6.1 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.

D30.6.2 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 D30.6.1 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.

D30.7 Other Obligations

D30.7.1 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.

D30.7.2 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.

D30.7.3 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.

- D30.7.4 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.
- D30.7.5 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.
- D30.7.6 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.

FORM H1: PERFORMANCE BOND
(See D11)

KNOW EVERYONE BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$_____.)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

TENDER NO. 405-2024

Overhead Door Inspection and Maintenance

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

Except where they may conflict with the terms and conditions contained in this Letter of Credit, the International Standby Practices 1998 shall apply to this Letter of Credit. This Letter of Credit shall also be governed by and construed in accordance with the laws of the Province of Manitoba and of Canada as applicable therein, except to the extent that such laws are inconsistent with the International Standby Practices 1998. This Letter of Credit is subject to the exclusive jurisdiction of the courts in the Province of Manitoba and all courts competent to hear appeals therefrom.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

E1.1 The following are applicable to the Work:

E2. SERVICES

- E2.0 The Contractor shall provide detailed inspection, testing and maintenance services for Manual and Electrically operated overhead doors in accordance with the requirements hereinafter specified.
- E2.1 The Contractor shall issue a work order for each inspection/maintenance service request per individual site. The work order shall be signed by a representative of the City and shall accompany the invoice that is sent to the City for payment.
- E2.2 The Contractor shall be responsible for the detailed inspection and testing of manual and electrically operated overhead doors in accordance with the requirements hereinafter specified:
- (a) Inspection and testing shall be conducted in accordance with the latest individual manufacturers specifications for inspection and testing. If no modern manufacturers specifications are available then best industry practices are to be maintained;
 - (b) Should a new manufacturers specification be published before the close of this tender or during the timeline of the Contract, then it shall be the latest manufacturers specification to which the Work shall be performed; and
 - (c) Door inspections shall be performed per location by completing the inspections during consecutive Business Days where multiple doors are present unless agreed to by the Contract Administrator and/or designate.
- E2.3 The Contractor shall supply all labour, material, tools, equipment, ladders, motorized lifts and supervision necessary to perform the Work.
- E2.4 The Contractor shall be responsible for the supply of their own radio and/or cellular devices necessary for onsite communication.
- E2.5 The Contractor will use two-man teams for inspection and maintenance during regular business hours. The bidder's internal safety program for manpower shall take precedence for afterhours maintenance or emergency call out for door maintenance.
- E2.6 Should the Contractor find the during the inspection that there is a life safety concern, the Contractor will first make the site safe, then the contractor will contact the Contract Administrator and/or designate immediately. The contractor will then seek approval from the Contract Administrator and/or designate for next steps for repair/replacement.
- E2.7 In accordance with section D23, the Contractor shall provide a telephone number at which the Contractor may be contacted twenty-four (24) hours each day, seven (7) days a week. If the telephone number provided is an answering machine, the Contractor shall return calls within thirty (30) minutes of a message from the City. Upon contact, the Contractor shall respond at the Site within one (1) hour except as otherwise allowed at the time of the call- out for Emergency Service.
- E2.8 The inspection & testing cost shall include the cost of labour for installing minor parts. All repairs in excess of Fifty dollars (\$50.00) during the inspection & testing require prior approval by the Contract Administrator and/or designate before commencement of repairs. Verbal approvals may be provided at the discretion of the Contract Administrator and/or designate.

- E2.9 All parts supplied by the Contractor shall be new, unless otherwise specifically authorized by the Contract Administrator in writing.
- E2.10 The Contractor shall schedule all inspections with the Contract Administrator and/or designate prior to inspection;
- (a) A complete listing of estimated completion dates and times of intended inspections must be submitted to the Contract Administrator and/or designate for approval fifteen (15) Business Days prior to mobilization.
- E2.11 The Contractor shall complete Inspection/Testing Reports for each location and send the completed, dated, and signed reports to the Contract Administrator and/or designate for that location within five (5) Working Days of the inspection/test.
- E2.12 All Inspection/Test Reports shall be provided to the Contract Administrator and/or designate for review and approval prior to payment. Each Inspection/Testing Report shall have sections for identifying items requiring maintenance as determined by the Contractor's inspection and testing under separate subsections identified as Deficiencies and/or Recommendations.
- E2.13 Inspection/Testing Reports are to be provided electronically in PDF format, where there are deficiencies and/or recommendations, the report shall include a separate quote for the repairs to be done. This quote will include labour per man, materials, equipment and any other required costs in a line item format.
- E2.14 Major repair/maintenance parts not normally incidental to inspection and testing may be contracted by the City (if authorized by the Contract Administrator and/or designate) at the price stipulated in a quote. Repair quotes shall be provided before, or together, with the Inspection/testing report. This quote will include labour per man hour, materials, equipment and any other associated costs in a line item format.
- E2.15 The keys for buildings being inspected shall be picked up at the Central Control Office and returned to the Central Control Office on the same day of inspection by the technician doing the inspection. Central Control Office is located in the basement of the Susan Thompson Building located at 510 Main Street, Winnipeg, Manitoba.
- E2.16 The Contractor in coordination with the Contract Administrator and /or designate, will make all necessary arrangements to access facilities where keys are not readily available at Central Control.

E3. COMPLETION OF WORK

- E3.1 The Contractor shall complete the work within this contract in accordance with all Canadian and Provincial Building Codes and applicable City of Winnipeg Bylaws.
- E3.2 Scheduling of all Inspections shall be directed and approved by the Contract Administrator and/or designate with the intent of completing the specified Inspections by the anniversary date of the contract.
- E3.3 All work shall take place weekdays between the hours of 0800 and 1600. Saturdays, Sundays and Statutory Holidays shall not be included for inspections and routine maintenance.
- E3.4 In the event that this contract is extended, Inspection dates can be reviewed if the inspection anniversary date of the facility falls in the year of the extension.
- E3.5 All inspection, maintenance, and call out/emergency reports are to be sent to the Contract Administrator and/or Designate at the following;
- Via Mail;
- The City of Winnipeg
c/o David Firth
Assets and Project Management

4th Floor, 185 King St
Winnipeg MB R3B 1J1

Via Email – dfirth@winnipeg.ca

Work Phone - 204-451-4098 during business hours

After Hours contact Central Control – 204-986-2351

E4. EMERGENCY SERVICES FOR OVERHEAD DOORS

E4.1 The Contractor may be required to perform service in an emergency situation as follows:

- (a) Monday thru Friday 24/7 all locations; and
- (b) Saturday/Sunday/Holidays 24/7 all locations.

E4.2 The Contractor shall respond to emergency calls by:

- (a) Attending the site within one (1) hour of call being made by the City during regular business hours. Before or after regular business hours, in the event where a voicemail is left by the City, the call shall be returned within thirty (30) minutes and the Contractor shall attend the site within one (1) hour of responding to the call.
- (b) Each emergency call will be issued a work order by the City. This Work order will accompany the invoice in accordance with E2.1. The Contractor shall provide a detailed work order for the emergency call signed by a City of Winnipeg representative at the time of repair.
- (c) Emergency calls require all necessary repairs completed at the time of the service call unless otherwise approved by the Contract Administrator and/or designate.
- (d) The Bidder shall identify on Form B: Prices, an hourly labour rate per man, for Emergency Service Work, which is beyond the normal inspection of systems. (i.e. major repairs, expansion to an existing system, etc.).

E5. REPAIRS

E5.1 Major repairs/maintenance are not incidental to this Contract; however, the Contractor may perform major repairs/maintenance on an “as-required” basis only if specifically authorized by the Contract Administrator and/or designate. Authorization for a predetermined dollar amount may be negotiated with the Contractor to allow for continuity of Work,

E5.2 The City reserves the right to call for competitive bids for repairs/maintenance/parts deemed to warrant such.

E5.3 The Bidder shall identify on Form B: Prices, an hourly labour rate for Work during normal business working hours outside of defined inspections. (i.e. major repairs, alterations, upgrades to an existing system, etc.).

E6. LOCATIONS

E6.1 City of Winnipeg Aquatics Facilities

E6.1.1 90 Sinclair, Sargent Tommy Prince Indoor Pool, inspect and test one (1) electrically operated sectional overhead door

E6.1.2 1011 Wabasha, Transcona Kinsmen Indoor Pool, inspect and test two (2) electrically operated sectional overhead door

E6.1.3 5 Des Meurons, St Vital Outdoor Pool, inspect and test one (1) electrically operated sectional overhead door,

E6.1.4 1215 Archibald, Bon Vital Indoor Pool, inspect and test one (1) electrically operated rolling shutter door,

- E6.1.5 400 Cumberland, Central Park Wading Pool, inspect and test one (1) manually operated rolling grill door,
- E6.1.6 1000 Fleet, Harrow Park Wading Pool Building, inspect and test one (1) manually operated sectional overhead door,

E6.2 City of Winnipeg Arena Facilities

- E6.2.1 294 Bertrand, Bertrand Arena, inspect and test one (1) manually operated sectional overhead door, inspect and test one (1) electrically operated sectional overhead door and inspect and test one (1) electrically operated vertical rink boards gate,
- E6.2.2 1377 Clarence, Century Arena, inspect and test two (2) electrically operated sectional overhead doors and inspect and test one (1) electrically operated vertical rink boards gate,
- E6.2.3 2055 Ness, St. James Civic Center, inspect and test four (4) electrically operated sectional overhead doors,
- E6.2.4 535 Oakdale, Eric Coy Arena, inspect and test one (1) electrically operated sectional overhead door,
- E6.2.5 535 Oakdale, Eric Coy West Storage Garage, inspect and test one (1) electrically operated sectional overhead door,
- E6.2.6 535 Oakdale, Eric Coy East Storage Garage, inspect and test one (1) manually operated sectional overhead door,
- E6.2.7 500 Nathaniel, Charles Barbour Arena, inspect and test two (2) electrically operated sectional overhead doors,
- E6.2.8 500 Nathaniel, Charles Barbour Arena, Winnipeg Youth Soccer Association, inspect and test one (1) manually operated sectional overhead door,
- E6.2.9 910 Maginot, Maginot Arena, inspect and test two (2) electrically operated sectional overhead doors, and inspect and inspect and test one (1) electrically operated vertical rink boards gate,
- E6.2.10 1121 Wabasha, Roland Michener Arena, inspect and test two (2) manual operated sectional overhead doors, inspect and test one (1) manually operated rolling shutter door, and inspect and test one (1) electrically operated vertical rink boards gate,
- E6.2.11 709 Keewatin, Billy Mosienko Arena, inspect and test one (1) manually operated sectional overhead door, inspect and test one (1) manually operated rolling shutter door and inspect and test one (1) electrically operated rolling shutter door,
- E6.2.12 80 Sinclair, Old Exhibition Arena, inspect and test two (2) electrically operated sectional overhead doors and inspect and test one (1) electrically operated vertical rink boards gate,
- E6.2.13 799 Logan, Charlie Gardner Arena, inspect and test one (1) electrically operated sectional overhead door, inspect and test one (1) manually operated sectional overhead door and inspect and test one (1) electrically operated rolling shutter door,
- E6.2.14 1410 Rothesay, River East Arena, inspect and test one (1) electrically operated sectional overhead door and inspect and test one (1) manually operated sectional overhead door,
- E6.2.15 625 Osborne, Sam Southern Arena, inspect and test two (2) electrically operated sectional overhead doors,
- E6.2.16 1111 Wall St, Sargent Park Arena, inspect and test two (2) electrically operated sectional overhead door and inspect and test one (1) electrically operated vertical rink boards gate,
- E6.2.17 901 Kimberly, Terry Sawchuck Arena, inspect and test one (1) electrically operated sectional overhead door, inspect and test one (1) manually operated sectional overhead door and inspect and test one (1) electrically operated vertical rink boards gate,
- E6.2.18 580 St Anne's, Kinsman Allard Arena, inspect and test two (2) electrically operated sectional overhead doors.

E6.3 City of Winnipeg Public Works Facilities

- E6.3.1 821 Elgin, Traffic Signals, Administration / Shop Building, inspect and test four (4) electrically operated sectional overhead doors,
- E6.3.2 1539 Waverley, Main Building, inspect and test thirty three (33) electrically operated sectional overhead doors,
- E6.3.3 1539 Waverley, South East Operations Garage, inspect and test two (2) electrically operated sectional overhead doors,
- E6.3.4 1539 Waverley, South Operations Garage, inspect and test five (5) manually operated sectional overhead doors,
- E6.3.5 1539 Waverley, South West Operations Garage, inspect and test two (2) manually operated sectional overhead doors,
- E6.3.6 1539 Waverley, Sand Building, inspect and test two (2) electrically operated sectional overhead doors
- E6.3.7 1277 Pacific, Central Stores, inspect and test four (4) electrically operated sectional overhead doors,
- E6.3.8 1220 Pacific, Streets Maintenance Division, Main Building, inspect and test twenty five (25) electrically operated sectional overhead doors
- E6.3.9 1220 Pacific, Streets Maintenance Division, North West Storage Garage, inspect and test seven (7) electrically operated sectional overhead doors,
- E6.3.10 1220 Pacific, Streets Maintenance Division, South Storage Garage, inspect and test two (2) electrically operated sectional overhead doors,
- E6.3.11 1220 Pacific, Pavement Marking Garage, inspect and test two (2) electrically operated sectional overhead doors,
- E6.3.12 960 Thomas, East Yards, Streets Garages, inspect and test twenty nine (29) electrically operated sectional overhead doors,
- E6.3.13 960 Thomas, East Yards, Parks Garages, inspect and test four (4) electrically operated sectional overhead doors,
- E6.3.14 960 Thomas, East Yards, Fleet Maintenance Garages, inspect and test eleven (11) electrically operated sectional overhead doors,
- E6.3.15 960 Thomas, East Yards, Storage Garage No. 24, inspect and test one (1) electrically operated sectional overhead door,
- E6.3.16 960 Thomas, East Yards, Storage Garage No. 25, inspect and test twelve (12) electrically operated sectional overhead doors,
- E6.3.17 960 Thomas, East Yards, Storage Garage No. 27, inspect and test two (2) electrically operated sectional overhead doors,
- E6.3.18 960 Thomas, East Yards, Pesticide Storage Building No.29, inspect and test one (1) electrically operated sectional overhead door,
- E6.3.19 960 Thomas, East Yards, Salt/ Sand Building, inspect and test three (3) electrically operated sectional overhead doors, and inspect and test one (1) electrically operated rolling shutter door,

E6.4 City of Winnipeg Civic Buildings

- E6.4.1 510 Main St, Susan Thompson Administration Building, inspect and test one (1) electrically operated sectional overhead door,
- E6.4.2 1057 Logan, Animal Services, inspect and test one (1) electrically operated sectional overhead door,

- E6.4.3 185 King, Mandarin Building, inspect and test one (1) electrically operated sectional overhead door,
- E6.4.4 752 McGee, Municipal Accommodations Shops, inspect and test four (4) electrically operated sectional overhead doors and inspect and test one (1) manually operated sectional overhead door,
- E6.4.5 752 McGee, Municipal Accommodations Storage Garage, inspect and test three (3) electrically operated sectional overhead doors,
- E6.4.6 565 Watt, Community Service Stores Building, inspect and test two (2) electrically operated sectional overhead door and inspect and test one (1) manually operated sectional overhead door,
- E6.4.7 565 Watt, Community Service Stores, Blue Garage, inspect and test one (1) manually operated sectional overhead door,
- E6.4.8 565 Watt, Community Service Stores, 2 Stand Alone Storage Garages, inspect and test one (1) manually operated sectional overhead door per garage,
- E6.4.9 266 Graham, Canada Post Tower, inspect and test one (1) electrically operated sectional overhead door,
- E6.4.10 251 Donald, Millennium Library, inspect and test one (1) electrically operated sectional overhead door,
- E6.4.11 726 Furby, Winnipeg Fire Paramedic Station No. 31, inspect and test three (3) electrically operated sectional overhead doors,
- E6.4.12 2490 Portage, Winnipeg Fire Paramedic Station No. 36, inspect and test one (1) electrically operated sectional overhead door,
- E6.4.13 2546 McPhillips, Winnipeg Fire Paramedic Training Center, inspect and test forty (40) electrically operated sectional overhead doors,
- E6.4.14 524 Osborne, Winnipeg Fire Paramedic Station No. 30, inspect and test six (6) electrically operated sectional overhead doors,
- E6.4.15 56 Maple, Winnipeg Fire Fighter's Historical Museum, inspect and test four (4) electrically operated sectional overhead door.

E6.5 City of Winnipeg Parks and Open Spaces and Insect Control

- E6.5.1 685 Dalhousie, Alex Bridge Park Garage, inspect and test one (1) manually operated sectional overhead door,
- E6.5.2 100 Ferry, Bourkevale Park, Washroom Building, inspect and test one (1) manually operated sectional overhead door,
- E6.5.3 1509 Fleet, Brock-Fleet Park Garage, inspect and test one (1) manually operated sectional overhead door,
- E6.5.4 365 McIvor, Bunn's Creek Washroom Building, inspect and test five (5) manually operated rolling shutter doors,
- E6.5.5 800 Raleigh, Centennial Park Garage, inspect and test one (1) manually operated sectional overhead door,
- E6.5.6 400 Cumberland, Central Park Washroom Building, inspect and test one (1) manually operated rolling grill door,
- E6.5.7 430 Churchill Drive, Churchill Drive Park, inspect and test one (1) manually operated sectional overhead door,
- E6.5.8 781 Crescent Dr, Crescent Drive Park, inspect and test one (1) manually operated sectional overhead door,

- E6.5.9 85 Fraser's Grove, Fraser's Grove Park, inspect and test one (1) electrically operated sectional overhead door,
- E6.5.10 969 Dowker, Garry Hobson Memorial Park, South Garage, inspect and test three (3) manually operated sectional overhead door,
- E6.5.11 2777 Portage, Grant's Old Mill, Garage/Washroom Building, inspect and test one (1) manually operated sectional overhead door,
- E6.5.12 1000 Fleet, Harrow Park Garage, inspect and test one (1) manually operated sectional overhead door,
- E6.5.13 1229 Springfield, Kilcona Park, Parks Shops, inspect and test five (5) electrically operated sectional overhead doors,
- E6.5.14 2015 Main, Kildonan Park, Main Administration Building/Garage, inspect and test three (3) electrically operated sectional overhead door,
- E6.5.15 2015 Main, Kildonan Park, Gardener's Staff house, inspect and test one (1) electrically operated sectional overhead door,
- E6.5.16 2015 Main, Rainbow Stage, inspect and test two (2) electrically operated sectional overhead door and inspect and test thirteen (13) manually operated rolling steel doors
- E6.5.17 2015 Main, Kildonan Park, Gardeners Compound Garages, inspect and test three (3) manually operated sectional overhead doors,
- E6.5.18 198 Kings Dr, Kings Park Office/Garage, inspect and test two (2) manually operated sectional overhead doors,
- E6.5.19 198 Kings Dr, Kings Park Forestry Garage, inspect and test one (1) electrically operated sectional overhead door,
- E6.5.20 4403 Waverley, Labarriere Park Garage, inspect and test one (1) manually operated sectional overhead door,
- E6.5.21 470 Rutland, St James Memorial Sports Park Garage, inspect and test one (1) manually operated sectional overhead door,
- E6.5.22 64093 Klimpke Rd, Little Mountain Park Garage, inspect and test one (1) manually operated sectional overhead door,
- E6.5.23 1202 Dakota, Norwood Lawn Bowling, Main Club House, inspect and test two (2) manually operated sectional overhead doors,
- E6.5.24 1600 Summit, Optimist Park, Main Shop, inspect and test one (1) electrically operated sectional overhead door,
- E6.5.25 999 Sargent, Cindy Klassen Recreational Center, Grounds Maintenance Garage, inspect and test three (3) electrically operated sectional overhead doors,
- E6.5.26 190 River Rd, St Vital Park, Washroom building, inspect and test one (1) manually operated sectional overhead door,
- E6.5.27 190 River Rd, St Vital Park, New Administration/Garage Building, inspect and test three (3) electrically operated sectional overhead doors,
- E6.5.28 1 Midland, Westview Park Shops, inspect and test eight (8) electrically operated sectional overhead doors,
- E6.5.29 836 St Joesph, Ft Gibraltar Parks Building, inspect and test four (4) electrically operated sectional overhead doors,
- E6.5.30 1850 Heckla, Woodsworth Park Maintenance Shop, inspect and test one (1) manually operated sectional overhead door,
- E6.5.31 200 North Town Rd, Bridgewater Storage Garage, inspect and test one (1) electrically operated sectional overhead door,

- E6.5.32 4027 Pembina, Parks and Open Spaces Tree Nursery, inspect and test two (2) electrically operated sectional overhead doors,
- E6.5.33 735 Assiniboine, Parks South, Roblin Yard, Main Shop and Detached Garages, inspect and test four (4) electrically operated sectional overhead doors, and one manual sectional overhead door.
- E6.5.34 1691 Corydon, Parks South, Renfrew Yard, Main Shop and Detached Garage, inspect and test four (4) electrically operated sectional overhead doors, and one manual sectional overhead door.
- E6.5.35 2170 Main, Parks North Yard, Administration Building/Shop, inspect and test three (3) electrically operated sectional overhead doors,
- E6.5.36 1995 Pembina, Montcalm Site Garage, inspect and test one (1) manually operated sectional overhead door,
- E6.5.37 59 Lily, Downtown Parks Garage, inspect and test one (1) manually operated sectional overhead door,
- E6.5.38 160 Glen Meadows, Abinojii Mikanah Greenway Garage, inspect and test one (1) manually operated sectional overhead door,
- E6.5.39 659 ½ Wellington, Parks North Yard, Main Shop, inspect and test three (3) electrically operated sectional overhead doors,
- E6.5.40 659 ½ Wellington, Parks North Yard, Storage Garage, inspect and test five (5) manually operated sectional overhead doors,
- E6.5.41 2046 Warde, Sage Creek Storage Garage, inspect and test one (1) electrically operated sectional overhead door,
- E6.5.42 1556 Leila, Parks Storage Garage, inspect and test one (1) electrically operated sectional overhead door,
- E6.5.43 3694 Ness, Storage Garage, inspect and test one (1) manually operated sectional overhead door,
- E6.5.44 1056 Sturgeon, Sturgeon Athletic Field, inspect and test one (1) manually operated sectional overhead door,
- E6.5.45 4540 Portage, John Blumberg Baseball Complex, Storage Garage/ Shop, inspect and test one (1) manually operated rolling steel door,
- E6.5.46 4540 Portage, John Blumberg Park, Storage Garage, inspect and test one (1) manually operated rolling steel door,
- E6.5.47 3 Grey, Insect Control Administration Building/Garage, inspect and test one (1) electrically operated sectional overhead door, inspect and test two (2) manually operated sectional overhead doors,
- E6.5.48 3 Grey, Insect Control, Storage Garage, inspect and test two (2) manually operated sectional overhead doors,
- E6.5.49 620 Tyne, Insect Control Chemical Storage Building, inspect and test two (2) electrically operated sectional overhead doors,
- E6.5.50 620 Tyne, Insect Control Helicopter Hanger, inspect and test two (2) electrically operated sectional overhead doors,

E6.6 City of Winnipeg Municipal Golf Courses

- E6.6.1 781 Crescent Dr, Crescent Drive Golf Course, Greenskeeper Service Garage, inspect and test two (2) manually operated sectional overhead doors,
- E6.6.2 4540 Portage, John Blumberg Golf Course, Greenskeeper Service Garage, inspect and test one (1) manually operated rolling steel door,

- E6.6.3 2021 Main, Kildonan Park Golf Course, Greenskeeper Service Garage, inspect and test two (2) manually operated sectional overhead doors,
- E6.6.4 2021 Main, Kildonan Park Golf Course, Cart Storage Building, inspect and test one (1) manually operated sectional overhead door,
- E6.6.5 10 des Meurons, Windsor Park Golf Course, Greenskeeper Service Garage, inspect and test two (2) manually operated sectional overhead doors.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.0 Each individual proposed to perform the following portions of the Work:
- (a) Overhead Door Inspection, Maintenance, and Afterhours repairs to City of Winnipeg facilities, Including Pools, Arenas and Day Care Facilities.
- F1.0.1 shall be required to obtain a Police Information Check from the police service having jurisdiction at their place of residence. Or
- (a) 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
 - (b) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
 - (c) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- F1.1 The following is a link to information for obtaining the Police Information Check from the City of Winnipeg Police Service. <http://winnipeg.ca/police/pr/PIC.stm>
- F1.1.1 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;
- F1.1.2 The original Police Information Check (Form P-612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Police Information Check (Form P-612) to the Contract Administrator.
- F1.2 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 such Work.
- F1.3 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 specified in F1.0.
- F1.4 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.
- F1.5 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 specified in F1.0.
- F1.6 Also, each individual proposed to perform the following portions of the Work:
- (a) Overhead Door Inspection, Maintenance, and Afterhours repairs to City of Winnipeg facilities, Including Pools, Arenas and Day Care Facilities.;
- F1.7 shall be required to obtain a Child Abuse Registry check from the Manitoba Child Abuse Registry.

- F1.8 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a satisfactory Child Abuse Registry Self-Check – Information and Results obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.
- F1.9 Any individual for whom a Child Abuse Registry result is not provided, or for whom a Child Abuse Registry result indicates the subject is listed on the Manitoba Child Abuse Registry, will not be permitted to perform any Work specified in F1.1.
- F1.10 Any Child Abuse Registry result obtained thereby will be deemed valid for the duration of the Contract subject to a repeated Child Abuse Registry check as hereinafter specified.
- F1.11 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated Child Abuse Registry check. Any individual who fails to provide a satisfactory Child Abuse Registry result as a result of a repeated Child Abuse Registry check will not be permitted to continue to perform any Work specified in F1.1.