



THE CITY OF WINNIPEG

TENDER

TENDER NO. 892-2025

PROVISION OF COURIER SERVICES CAR - TRUCK

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF COURIER SERVICES CAR - TRUCK

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, November 06, 2025.

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. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

B3.2 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.

B3.3 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.

B3.4 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.

B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B3.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B4. CONFIDENTIALITY

B4.1 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.

B4.2 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.

B5. ADDENDA

B5.1 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.

- B5.2 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.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 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.
- B5.5 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.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D5.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Tender.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 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.
- B6.4 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.
- B6.5 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.
- B6.6 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.
- B6.6.1 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.

- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 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 B16.
- B6.9 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.

B7. BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid/Proposal;
 - (b) Form B: Prices;
- B7.2 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.
- B7.3 The Bid shall be submitted electronically through MERX at www.merx.com.
- B7.3.1 Bids will **only** be accepted electronically through MERX.
- B7.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B16.1(a).

B8. BID

- B8.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 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.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 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.
- B8.4 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.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B8.5 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.

B9. PRICES

B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 Notwithstanding C12.2.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B9.2 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.

B9.3 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.

B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.

B9.6 Bidders are advised that the calculation indicated in B16.4 will prevail over the Total Bid Price entered in MERX.

B10. DISCLOSURE

B10.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B10.2 The Persons are:

- (a) N/A

B11. CONFLICT OF INTEREST AND GOOD FAITH

B11.1 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.

B11.2 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.

B11.3 In connection with their Bid, each entity identified in B11.2 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.

B11.4 Without limiting B11.3, 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.

B11.5 Without limiting B11.3, 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 B11.4 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.

B11.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B12. QUALIFICATION

B12.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder

does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and

- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B12.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

B12.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work;
- (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 B12.4 and D6).

B12.4 Further to B12.3(d), the Bidder acknowledges that they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <https://accessibilitymb.ca/resources-events-and-training/online-training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B12.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B12.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B13. OPENING OF BIDS AND RELEASE OF INFORMATION

B13.1 Bids will not be opened publicly.

B13.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.

B13.3 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.

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

B13.4.1 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.

B14. IRREVOCABLE BID

- B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B14.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work 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.

B15. WITHDRAWAL OF BIDS

- B15.1 A Bidder may withdraw their Bid without penalty at any time prior to the Submission Deadline.

B16. EVALUATION OF BIDS

- B16.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12(pass/fail);
 - (c) Total Bid Price ;
 - (d) economic analysis of any approved alternative pursuant to B6;
- B16.2 Further to B16.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that they are qualified.
- B16.4 Further to B16.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B16.4.1 Further to B16.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B16.4.2 Bidders are advised that the calculation indicated in B16.4 will prevail over the Total Bid Price entered in MERX.
- B16.5 This Contract will be awarded as a whole.

B17. AWARD OF CONTRACT

- B17.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B17.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.
- B17.2.1 Without limiting the generality of B17.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;

- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with 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.

- B17.3 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 B16.
- B17.4 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.
- B17.4.1 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.
- B17.5 Following the award of contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for Supply of Services*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of provision of courier services car/truck for the period from January 1, 2026 until December 31, 2026, with the option of five (5) mutually agreed upon one (1) year extensions.
- D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.
- D2.1.2 Changes resulting from such negotiations shall become effective on January 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.
- D2.1.3 Bidders are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.
- D2.2 The Work shall be done on an "as scheduled" and "as-required" basis during the term of the Contract.
- D2.2.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.
- D2.2.2 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.
- D2.3 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, 2026.
- 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.

D3. COOPERATIVE PURCHASE

- D3.1 The Contractor is advised that this is a cooperative purchase.
- D3.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.
- D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.
- D3.4 If any location of the potential participant is more than ten (10) kilometers beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.

- D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
 - (b) a participant may specify a duration of contract shorter than the duration of this Contract;
 - (c) a participant may specify that only some items under this Contract and/or less than their total requirement for an item are to be supplied under its contract; and
 - (d) any additional delivery charge identified and accepted in accordance with D3.4 and D3.5 will apply.
- D3.7 Each participant will be responsible for the administration of their contract and the fulfilment of their obligations under their contract. The City shall not incur any liability arising from any such contract.
- D3.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D4. DEFINITIONS

- D4.1 When used in this Tender:
- (a) **"Payment Certification"** means the Contract Administrator's statement of the sums certified to be paid by the City to the Contractor with reference to its interim and final progress estimates and/or the Contractor's Proper Invoice;
 - (b) **"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;

D5. CONTRACT ADMINISTRATOR

- D5.1 The Contract Administrator is:
Muhammad Zia ur Rehman
Contracts Officer
Telephone No. 204-986-4097
Email Address. MZiaurRehman@winnipeg.ca
- D5.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D6. 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. SUPPLIER CODE OF CONDUCT

- D7.1 The Contractor has reviewed and understands the City's Supplier Code of Conduct. This document is located at: <https://www.winnipeg.ca/media/4891>
- D7.2 The Contractor agrees to comply with the Supplier Code of Conduct as it may be amended or replaced from time to time. The Contractor is responsible for periodically checking the above link for updates to the Supplier Code of Conduct. Contract signature on Form A: Bid/Proposal from the Contractor signifies agreement to the Supplier Code of Conduct which comes into effect once the Contract starts.
- D7.3 If there is a conflict between the Contract and the Supplier Code of Conduct – the Contract will prevail.

D8. UNFAIR LABOUR PRACTICES

- D8.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D8.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D8.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D8.4 Failure to provide the evidence required under D8.3, may be determined to be an event of default in accordance with C18.
- D8.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D8.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the

breach, and the impact upon the City's reputation in the eyes of the public as a result of same.

D8.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D8.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.

D8.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

D9. INFORMATION MANAGEMENT

D9.1 The following provisions are in addition to any preceding obligations of confidentiality contained in this document. All requirements apply to the Contractor. Further, where the Services &/or Work is being provided by a third party (either by a Subcontractor or authorized third party reseller), the Contractor represents and warrants that it will ensure that the third party meets all of the relevant requirements of the Information Management clauses and will assume responsibility and liability for the third party's compliance or non-compliance.

D9.2 The Contractor acknowledges that The Freedom of Information and Protection of Privacy Act ("FIPPA") and Personal Health Information Act ("PHIA") imposes obligations on the City to collect, store, use, disclose, and destroy "personal information", as that term is defined in FIPPA, ("Personal Information") in the strictest of confidence and in accordance with FIPPA and PHIA.

D9.3 The Contractor:

- (a) Shall be deemed to be an Information Manager as that term is defined in FIPPA;
- (b) Shall be responsible to ensure that all Personal Information is collected, stored, used, disclosed or destroyed only and strictly in accordance with the Contract; and
- (c) Shall, in respect of all Personal Information, implement and comply with the security requirements, controls, policies, and standards set out in the Contract and the Specifications.

D9.4 While this Contract is in effect, and at all times thereafter, the Contractor shall treat as confidential any and all Confidential Information which it acquires or that is collected, stored, used, disclosed or destroyed, or to which it is given access, or which in any other way it comes into possession or knowledge of, during the course of the performance of the Contract. For the purposes of this Contract, Personal Information shall be considered to be Confidential Information.

D9.5 The Contractor shall comply with section 44.1 of FIPPA, and more generally, any collection, storage, use, disclosure or destruction of Personal Information by the Contractor shall be in compliance with FIPPA and PHIA.

D9.6 Further to C23 of the General Conditions, all Confidential Information is and shall remain the property of the City.

D9.7 The Contractor shall not disclose or appropriate to their own use, or to the use of any third party, all or any part of the Confidential Information without the prior written consent of the Contract Administrator. The Contractor shall not at any time make any public announcement, press release, or statement of fact or opinion regarding the Bid Opportunity, the Contract, the Work, the City, or the Confidential Information without the prior written consent of the Contract Administrator.

- D9.8 While this Contract is in effect and at all times thereafter the Contractor shall: (a) only collect, store, use, disclose or destroy the Confidential Information for the purposes expressly permitted by the City, and only to the extent necessary to perform its obligations under this Contract:
- (a) ensure that access to the Confidential Information is only provided or permitted a "need to know" basis, and that access, when given, shall be the minimum amount necessary to accomplish the task;
 - (b) not disclose or permit the disclosure of the Confidential Information or any copies thereof, whether in whole or in part, in any form or medium, to any third party, including Subcontractors or agents, without the prior written consent of the Contract Administrator;
 - (c) not reproduce any Confidential Information, in whole or in part, in any form or medium, without the express prior written consent of the Contract Administrator; and
 - (d) inform its Subcontractors of the obligations imposed upon it under this Contract and FIPPA, and shall take whatever steps are necessary to ensure that all of its Subcontractors comply with those obligations, including (but not limited to) binding said Subcontractors to terms no less strict than those herein through written confidentiality agreements.
- D9.9 The Contractor shall put into place reasonable security arrangements, including administrative, technical, and physical safeguards that ensure the confidentiality and security of the Confidential Information. The standard of such security arrangements shall be the greater of:
- (a) the standards the Contractor has in place to protect its own confidential information; or
 - (b) the standards imposed on the Contractor by the Contract Administrator.
- D9.10 Upon becoming aware of any unauthorized use or handling of the Confidential Information (a "Confidentiality Breach"), the Contractor shall immediately notify the Contract Administrator in writing, take all reasonable steps to prevent the recurrence of any such Confidentiality Breach, and notify the Contract Administrator of said steps in writing.
- D9.11 Upon receiving a subpoena or other validly issued administrative or judicial order seeking Confidential Information, the Contractor shall provide the Contract Administrator with prompt notice thereof, deliver a copy of its proposed response to the Contract Administrator, and thereafter be entitled to comply with the demand to the extent permitted or required by law (unless the demand has been time-limited, quashed, or extended). The Contractor shall cooperate with the Contract Administrator in the defense of the demand, if so requested by the Contract Administrator.
- D9.12 The Contractor shall, and shall ensure its Subcontractors, comply with all directives issued by the Contract Administrator with respect to safeguarding or otherwise ensuring the confidentiality of the Confidential Information, and shall cooperate with the Contract Administrator so that the Contract Administrator can verify that the Contractor has complied, and is complying, with its obligations hereunder.

SUBMISSIONS

D10. AUTHORITY TO CARRY ON BUSINESS

- D10.1 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.

D11. SAFE WORK PLAN

- D11.1 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.
- D11.2 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>

D12. INSURANCE

- D12.1 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;
- D12.2 Deductibles shall be borne by the Contractor.
- D12.3 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.
- D12.4 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.
- D12.5 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.

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 D10;
 - (ii) evidence of the workers compensation coverage specified in C6.17;
 - (iii) evidence of the insurance specified in D12;
 - (iv) the direct deposit application form specified in D19; and
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D14. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D14.1 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.
- D14.2 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.
- D14.3 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.
- D14.4 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 D14.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D14.5 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

D15. ORDERS

- D15.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D16. RECORDS

- D16.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D16.2 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.
- D16.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

D17. WINNIPEG CLIMATE ACTION PLAN AND ANNUAL FUEL REPORTING

- D17.1 The Contractor shall submit to the Contract Administrator for approval no later than March 31st of each year of the Contract and following the end of a Contract, a detailed report (for the reporting period January 1st to December 31st of each calendar year) that includes accurate quantities of each type of fuel consumed for motor vehicles and equipment used in performing the Work, including the following details:
- D17.2 If the total fuel use of all fuels combined is estimated to be less than 10,000 litres, report to the Contract Administrator that the fuel use does not meet the reporting threshold, otherwise;

- D17.3 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)
- D17.4 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).
- D17.5 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).
- D17.6 Any other information requested by the Contract Administrator.
- D17.7 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.

INVOICES & MEASUREMENT AND PAYMENT

D18. INVOICES

- D18.1 Further to C12, the Contractor:
- (a) shall submit invoices for Work performed in accordance with the instruction on the City's website at: <https://www.winnipeg.ca/finance/corporate-accounts-payable.stm>; and
 - (b) should copy the Contract Administrator on submission of its invoice.

D19. PAYMENT

- D19.1 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.

D20. PURCHASING CARD

- D20.1 Notwithstanding D19, the Contractor shall allow Users to charge items to their purchasing cards at no extra cost.
- D20.2 The Contractor's credit card website/gateway shall have appropriate current Payment Card Industry Data Security standards (PCI DSS) certification www.pcisecuritystandards.org. The credit card gateway shall meet the credit card data security requirements outlined by the Payment Card Industry Security Standards Council (PCI SSC) for service providers and/or software vendors.

WARRANTY

D21. WARRANTY

- D21.1 Notwithstanding C13, Warranty does not apply to this Contract.

DISPUTE RESOLUTION

D22. DISPUTE RESOLUTION

- D22.1 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 D22.

D22.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D22.3 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.

D22.4 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.

D22.4.1 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.

D22.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.

D22.4.3 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.

D22.4.4 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 D22.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

THIRD PARTY AGREEMENTS

D23. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D23.1 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.

D23.2 Further to D23.1, in the event that the obligations in D23 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.

D23.3 For the purposes of D23:

- (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.

D23.4 Modified Insurance Requirements

D23.4.1 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 subcontractors and subconsultants and include twelve (12) months completed operations. The Government of Manitoba and their Ministers, officers, employees, and agents shall be added as additional insureds.

D23.4.2 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.

D23.4.3 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.

D23.4.4 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.

D23.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D23.5 Indemnification By Contractor

D23.5.1 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.

D23.5.2 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.

D23.6 Records Retention and Audits

- D23.6.1 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.
- D23.6.2 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 D23.6.1 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.

D23.7 Other Obligations

- D23.7.1 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.
- D23.7.2 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.
- D23.7.3 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.
- D23.7.4 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.
- D23.7.5 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.
- D23.7.6 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.

ADJUSTMENTS FOR CHANGES IN LAWS, TAXES, OR TARIFFS

D24. ADJUSTMENTS FOR CHANGES IN LAWS, TAXES, OR TARIFFS

- D24.1 Further to C12.4 and subject to C6.13, the Contract Price shall be adjusted if any change in a law or tax imposed under the Excise Act, the Excise Tax Act, the Customs Act, the Customs Tariff, The Mining Tax Act (Manitoba), or The Retail Sales Tax Act (Manitoba), by an act of the Congress of the United States of America, or by Executive Order by the President of the United States under the International Emergency Economic Powers Act of the United States of America or similar legislation:
- (a) occurs after the Submission Deadline;
 - (b) applies to Material; and
 - (c) affects the cost of that Material to the Contractor.
- D24.2 Further to C12.5, if a change referred to in C12.4 occurs, the Contract Price shall be increased or decreased by an amount equal to the amount that is established, by an examination of the relevant records of the Contractor, to be the increase or decrease in the cost incurred that is directly attributable to that change, and which the Contractor has proven to the Contract Administrator represents the minimum amount of increase necessary in order to obtain necessary Material or Plant. For the avoidance of doubt, the Contractor shall be required to provide satisfactory proof that it has investigated alternative options for obtaining equivalent Material or Plant and reducing or eliminating the increase in Contract Price, up to and including entering into purchase agreements with vendors located in other jurisdictions, in order for Contractor to be able to avail itself of the increase in Contract Price permitted under this clause.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.

E2. SERVICES

- E2.1 The Contractor shall provide courier services car - truck in accordance with the requirements hereinafter specified.
- E2.2 The Work of the Contract is the pick-up and delivery of items including, but not limited to:
- (a) envelopes;
 - (b) boxes;
 - (c) standard record boxes;
 - (d) plan boxes, various sizes;
 - (e) small containers;
 - (f) banners, signs, etc;
 - (g) computers; monitors, keyboards and other equipment;
 - (h) printers;
 - (i) facsimile machines;
 - (j) vehicle parts;
 - (k) auto / lawnmower / tractor parts;
 - (l) empty plastic recycling bins; and
 - (m) compost bins.
- E2.3 Car Shipments: Each piece for car shipments shall not exceed fifty (50) pounds, and the quantity of combined pieces shall fit within the dimensions of a car.
- E2.4 Truck/Van Shipments: Shipments exceeding weight or dimensions of car shipments, shall be classified as a truck/van shipment.
- E2.5 3-5 Ton Truck Shipments: Shipments exceeding truck/van shipments capacity shall be considered a 3–5-ton truck shipment.
- E2.6 The Contractor shall provide, to each Department, pre-printed waybills/manifests for City accounts at no additional charge.
- E2.7 Car-Direct Service:
- (a) Shall be the pick-up and delivery of the item(s) to its destination within one (1) hour of the request for service
- E2.8 Car-Rush Service:
- (a) Shall be the pick-up and delivery of the item(s) to its destination within two (2) hours of the request for service otherwise the delivery will be subsidized to the rate of a regular service delivery.

- E2.9 Car- Regular Service:
- (a) Shall be the pick-up and delivery of the item(s) to its destination within three (3) hours of the request for service.
- E2.10 Car-Bio Hazardous Material:
- (a) Shall consist of water and blood samples. The Contractor shall pick-up and deliver the item(s) to its destination within (2) two hours of the request for service.
 - (b) Water and blood samples are listed under CLASS 9 Miscellaneous Dangerous Goods (9.1). The Contractor must comply with all applicable legislation including the Canadian Transportation of Dangerous Goods Act and Regulations.
- E2.11 Truck/Van -Direct Service:
- (a) Shall be the pick-up and delivery of the item(s) to its destination within one (1) hour of the request for service otherwise the delivery will be subsidized to the rate of a regular service delivery.
- E2.12 Truck/Van – Rush Service:
- (a) Shall be the pick-up and delivery of the item(s) to its destination within two (2) hours of the request for service otherwise the delivery will be subsidized to the rate of a regular service delivery.
- E2.13 Truck/Van – Regular Service:
- (a) Shall be the pick-up and delivery of the item(s) to its destination within three (3) hours of the request for service.
- E2.14 3-5 Ton Truck – Rush Service:
- (a) Shall be the pick-up and delivery of the item(s) to its destination within two (2) hours of the request for service otherwise the delivery will be subsidized to the rate of a regular service delivery.
- E2.15 3-5 Ton Truck – Regular Service:
- (a) Shall be the pick-up and delivery of the item(s) to its destination within three (3) hours of the request for service.
- E2.16 Additional Items:
- (a) Shall apply where there is more than one item for pick-up and delivery to the same location.
 - (i) A handful of envelopes picked up and delivered by car to the same location shall be considered one item.
- E2.17 Waiting Time:
- (a) Shall be charged in ten (10) minute intervals and shall be charged for any time in excess of ten (10) minutes when the driver arrives and the item(s) is not ready for pick-up.
- E2.18 Mileage charge:
- (a) The price per kilometer shall apply to each kilometer driven beyond the City of Winnipeg posted limits.
- E2.19 Where Service “Scheduled” and “As Required” cannot be performed in accordance with a request, the User shall be notified. If the Contractor fails to notify the User, or perform the Work in accordance with the terms of the Contract, the City will consider the Contractor to be in default.

E3. COURIER SERVICE CAR – TRUCK “SCHEDULED” SERVICES

Property Planning & Development (Scheduled Services)

- E3.1 PPD (Property Planning & Development) Municipal Accommodations (scheduled delivery miscellaneous items).
- E3.2 Daily Scheduled (Monday to Friday) Pick-up 8:30 AM- PPD Municipal Accommodations 4 -185 King Street (Car Rush Service) express delivered to 752 McGee Street with (Car Rush Service) express return delivery back to 4-185 King Street.
- E3.3 City Contact person: reception (Sandra Richards) (204)-986-7266.

Fire Paramedic Services (Scheduled Services)

- E3.4 Fire Paramedic Services (Finance) (scheduled delivery miscellaneous items):
- E3.5 Wednesday(s) - Scheduled Pick-up 8:30 AM- Fire Paramedics 2-185 King Street (Car Regular Service) deliver to 700 William Street with a (Car Regular Service) return delivery to 2-185 King St.
- E3.6 City Contact person: reception (Bethanie Macleod) (204)-986-8648.

Water and Waste (Scheduled Services)

- E3.7 Water and Waste (Scheduled Services approximately five (5) (+) bins.
- E3.8 Daily Scheduled (Monday to Friday) Pickup 1:00 PM- Water and Waste Department 4-185 King Street delivery by 3:00 p.m. same day (Truck/Van Rush Service) express delivery to Dycom Direct Mail located at 495 Berry Street.
- E3.9 City Contact person: reception (Sharlene Caplette) (204)-986-4785.

Water and Waste (Scheduled Services)

- E3.10 Daily Scheduled (Monday to Friday) Pickup between 12:00 PM – Water and Waste Department 4-185 King Street delivery by 3:00 PM same day (Car Regular Service) delivery to Winnipeg Lockbox Receivables Department at 400 Ellice Avenue, Suite 100.
- E3.11 Daily Scheduled (Monday to Friday) Pickup between 12:00 PM – Water and Waste Department 4-185 King Street delivery by 3:00 PM same day (Truck/Van Rush Service) express delivery to Winnipeg Lockbox Receivables Department at 400 Ellice Avenue, Suite 100.
- E3.12 City Contact person: reception (Sheila Ilagan) (204) 986-4562.

Water and Waste (Scheduled Services)

- E3.13 Water and Waste (Scheduled Services miscellaneous items).
- E3.14 Daily Scheduled (Monday, Wednesday and Friday) pick-up 8:30 AM – 1120 Waverley (Car Regular Service) deliver to 1777 Brady Road with (Car Regular Service) return delivery to 1120 Waverley.
- E3.15 City Contact person: reception (Andrew G. Pauls) 204-986-7586.

E4. COURIER SERVICE CAR – TRUCK “AS REQUIRED” SERVICES

- E4.1 Mail Delivery Schedule will be provided to the successful bidder at the time of Award.
- E4.2 City of Winnipeg Corporate Records Centre: 1450 Mountain Avenue

- (a) Courier service shall be required (various days Monday to Friday) on an “as required” basis with either advance notice, short notice or same morning call notice. The Contractor shall provide a phone number and be available to be contacted by 9:30 am to schedule the same day.
- (b) Delivery and pick-up of City of Winnipeg records include archival boxes, plan boxes in various sizes, envelopes, large rolled map tubes, bags, artwork, and other items of various types and sizes.

E4.3 Mail Services (“As Required” Services):

- (a) Courier service shall be required (various days Monday to Friday) on an “as required” basis with either advance notice, short notice or same morning call notice. An assigned driver is required for this service delivery (plus a backup when required) for consistency and familiarity with the various routes. The Contractor shall provide a phone number and be available to be contacted by 8:00 a.m. to schedule the same day.
- (b) The Contractor shall provide interdepartmental mail pickup and delivery to approximately seventy (70) various locations across Winnipeg “on an as required” basis using a four day delivery cycle. Service is provided via eight (8) unique routes and split between South and North areas. The South route is done in the morning and North route in the afternoon. The Contractor shall provide their own dolly/cart to transport mail tubs, boxes, etc. to these locations as required.
- (c) Delivery and pick-up of City of Winnipeg Inter-office Mail includes boxes, parcels, tubs of mail, large rolled map tubes, bags and buckets.

E4.4 Mail Services (Duties)

- (a) 8:30 a.m.- the Contractor shall Pick up City Mail (boxes, parcels, tubs of mail, larger rolled map tubes, bags and buckets) from the Mail Services Division, Lower Level, Susan A Thompson Building, 510 Main Street for delivery to 9 locations on the South Route in 2 buildings within walking distance (180 and 185 King Street). A dolly will be provided by the Mail Services Division only for this mail delivery.
- (b) The Contractor shall return (boxes, parcels, tubs of mail, larger rolled map tubes, bags and buckets) from that delivery back to the Mail Services Division, Lower Level, Susan A Thompson Building, 510 Main Street.
- (c) The Contractor shall Pick up City of Winnipeg Mail Services Division (boxes, parcels, tubs of mail, larger rolled map tubes, bags and buckets) to continue with the appropriate a.m. South route and return to the Mail Services Division, Lower Level, Susan A Thompson Building, 510 Main Street by 11:15 a.m.
- (d) 11:15 a.m.- The Contractor shall Pick up City of Winnipeg Mail (boxes, parcels, tubs of mail, larger rolled map tubes, bags and buckets) from the Mail Services Division, Lower Level, Susan A Thompson Building, 510 Main Street for delivery to the appropriate p.m. North Route.
- (e) The Contractor Shall Return City of Winnipeg Mail (boxes, parcels, tubs of mail, larger rolled map tubes, bags and buckets) from the p.m. route to the Mail Services Division, Lower Level, Susan A Thompson Building, 510 Main Street prior to 2:30 p.m.
- (f) 3:00 p.m.- The Contractor Shall Pick up from the Mail Services Division and Deliver City Metered Mail which includes approx. 12 – 25 CPC assorted mail tubs 12 x 23 and 11 x 18 (and occasional boxes) to 1870 Wellington Avenue Canada Post Corporation Loading Dock on the appropriate route cycle day. During peak seasons as many as 35 CPC assorted mail tubs would be delivered.
- (g) The Contractor must have the mandatory Personal Protective Equipment consisting of a safety vest and steel toe footwear to access 1870 Wellington Avenue Canada Post Loading Dock.

E4.5 Mail South Route-Cycle #1 (Morning):

- (a) The Contractor shall pick up and or deliver interdepartmental City of Winnipeg mail to the following locations:

- (i) 185 King Street- Main Floor
- (ii) 185 King Street - 2nd Floor
- (iii) 185 King Street - 3rd Floor
- (iv) 185 King Street - 4th Floor
- (v) 180 King Street-5th Floor
- (vi) 457 Main Street Main Floor - Assessment & Taxation
- (vii) 243 Main Street - Water & Waste Meter Department
- (viii) 395 Main Street - Community Services, By Law Enforcement
- (ix) 414 Osborne Street - Handi-Transit
- (x) 421 Osborne Street - Transit
- (xi) 1120 Waverley Street - Solid Waste Services
- (xii) 1539 Waverley Street - Insect Control
- (xiii) 1539 Waverley Street - Public Works
- (xiv) 1539 Waverley Street 2nd floor - Forestry Branch
- (xv) 7740 Wilkes Avenue - W.E.W.P.C.C.
- (xvi) 644 Parkdale Street - St. James Centennial Pool
- (xvii) 2055 Ness Avenue - St. James Civic Centre

E4.6 Mail North Route Cycle #1 (Afternoon):

- (a) The Contractor shall pick up and or deliver interdepartmental City of Winnipeg mail to the following locations:

- (i) 30 Fort Street - Planning, Property & Development
- (ii) 170 Goulet Street - Bilingual Service Centre
- (iii) 1215 Archibald Street - Bonavital Pool
- (iv) Deacon Water Treatment Plant
- (v) 141 Regent Avenue - Transcona Historical Museum
- (vi) 2230 Main Street - N.E.W.P.C.C.
- (vii) 2456 McPhillips Street - Fire Paramedic Service
- (viii) 1450 Mountain Avenue - Archives and Records Control
- (ix) 1057 Logan Avenue - Animal Services
- (x) 360 McPhillips Street - Water and Waste
- (xi) 1120 Pacific Avenue - 4R Depot (Except Wednesdays)
- (xii) 1155 Pacific Avenue - Public Works
- (xiii) 1199 Pacific Avenue - Water and Waste

E4.7 Mail South Route Cycle #2 (Morning):

- (a) The Contractor shall pick up and or deliver interdepartmental City of Winnipeg mail to the following locations:

- (i) 185 King Street - Main Floor
- (ii) 185 King Street - 2nd Floor
- (iii) 185 King Street - 3rd Floor
- (iv) 185 King Street - 4th Floor
- (v) 180 King Street - 5th Floor
- (vi) 395 Main Street - Community Services, By Law Enforcement
- (vii) 457 Main Street Main Floor - Assessment & Taxation
- (viii) 7-1715 St. James Street - Materials Distribution Agency (MDA)

- (ix) 3001 Notre Dame Avenue - Cemeteries Branch
- (x) 599 Empress Avenue - Manitoba Blue Cross
- (xi) 25 Poseidon - Pan Am Pool
- (xii) 421 Osborne Street - Transit
- (xiii) 421 Osborne Street - Transit Business Centre
- (xiv) 421 Osborne Street - Communications/Radio Shop
- (xv) 414 Osborne Street - Handi-Transit

E4.8 Mail North Route Cycle #2 (Afternoon):

- (a) The Contractor shall pick up and or deliver interdepartmental City of Winnipeg mail to the following locations:

- (i) 266 Graham Street - Municipal Accommodations
- (ii) 30 Fort Street - Planning, Property & Development
- (iii) 495 Archibald Street - Traffic Services
- (iv) 552 Plinquet Street - Waterworks
- (v) 3 Grey Street - Insect Control
- (vi) 960 Thomas Avenue - Public Works Streets Maintenance
- (vii) 90 Sinclair Street - Centennial Pool
- (viii) 821 Elgin Avenue - Traffic Signals
- (ix) 770 Ross Avenue - Fleet Management
- (x) 1220 Pacific Avenue - Public Works Equipment
- (xi) 1277 Pacific Avenue - Public Works Stores
- (xii) 50 Myrtle Street - Archives and Records
- (xiii) 1155 Pacific Avenue - Public Works
- (xiv) 1199 Pacific Avenue - Water & Waste
- (xv) 495 Portage Avenue - Parking Authority
- (xvi) 317 Donald Street - Employee Benefits Board
- (xvii) 251 Donald Street - Millennium Library
- (xviii) 500-234 Donald Street – 311 Office
- (xix) 1870 Wellington Avenue - Drop off to Canada Post

E4.9 Mail South Route-Cycle #3 (Morning):

- (a) The Contractor shall pick up and or deliver interdepartmental City of Winnipeg mail to the following locations:

- (i) 185 King Street - Main Floor
- (ii) 185 King Street - 2nd Floor
- (iii) 185 King Street - 3rd Floor
- (iv) 185 King Street - 4th Floor
- (v) 180 King Street - 5th Floor
- (vi) 457 Main Street - Assessment & Taxation
- (vii) 243 Main Street - Water & Waste Meter Department
- (viii) 395 Main Street - Community Services, By Law Enforcement
- (ix) 414 Osborne Street - Handi-Transit
- (x) 421 Osborne Street - Transit
- (xi) 625 Osborne Street - Fort Rouge Leisure Centre
- (xii) 100 Ed Spencer Drive - S.E.W.P.C.C.
- (xiii) 685 Dalhousie Drive - Margaret Grant Pool

- (xiv) 1539 Waverley Street - Public Works
- (xv) 1539 Waverley Street - Insect Control
- (xvi) 1539 Waverley Street 2nd Floor - Forestry Branch
- (xvii) 1120 Waverley Street - Solid Waste Services

E4.10 Mail North Route Cycle #3 (Afternoon):

- (a) The Contractor shall pick up and or deliver interdepartmental City of Winnipeg mail to the following locations:
 - (i) 30 Fort Street - Planning, Property & Development
 - (ii) 170 Goulet Street - Bilingual Service Centre
 - (iii) Deacon Water Treatment Plant
 - (iv) 141 Regent Avenue - Transcona Historical Museum
 - (v) 2230 Main Street - N.E.W.P.C.C.
 - (vi) 2546 McPhillips Street - Fire Paramedics Service
 - (vii) 1450 Mountain Avenue - Archives and Records Control
 - (viii) 1057 Logan Avenue - Animal Services
 - (ix) 360 McPhillips Street - Water and Waste
 - (x) 1120 Pacific Avenue - 4R Depot (Except Wednesdays)
 - (xi) 1155 Pacific Avenue - Public Works
 - (xii) 1199 Pacific Avenue - Water and Waste

E4.11 Mail South Route Cycle #4 (Morning):

- (a) The Contractor shall pick up and or deliver interdepartmental City of Winnipeg mail to the following locations:
 - (i) 185 King Street - Main Floor
 - (ii) 185 King Street - 2nd Floor
 - (iii) 185 King Street - 3rd Floor
 - (iv) 185 King Street - 4th Floor
 - (v) 180 King Street - 5th Floor
 - (vi) 395 Main Street - Community Services, By Law Enforcement
 - (vii) 457 Main Street - Assessment & Taxation
 - (viii) 999 Sargent Avenue - Cindy Klassen Recreation Centre
 - (ix) 7-1715 St. James Street Materials Distribution Agency (MDA)
 - (x) 3001 Notre Dame Avenue - Cemeteries Branch
 - (xi) 1120 Waverley - Solid Waste Services
 - (xii) 414 Osborne Street - Handi-Transit
 - (xiii) 421 Osborne Street - Transit
 - (xiv) 421 Osborne Street - Transit Business Centre
 - (xv) 421 Osborne Street - Communication/Radio Shop

E4.12 Mail North Route Cycle #4 (Afternoon):

- (a) The Contractor shall pick up and or deliver interdepartmental City of Winnipeg mail to the following locations:
 - (i) 266 Graham Avenue - Municipal Accommodations
 - (ii) 30 Fort Street - Planning, Property & Development
 - (iii) 495 Archibald Street - Traffic Services
 - (iv) 552 Plinquet Street - Waterworks

- (v) 3 Grey Street - Insect Control
- (vi) 960 Thomas Avenue - Public Works Streets Maintenance
- (vii) 429 Panet Road - 4R Depot (Except Wednesdays)
- (viii) 909 Concordia - Transcona Elmwood Pool
- (ix) 821 Elgin Avenue - Traffic Signals
- (x) 770 Ross Avenue - Fleet Management Agency
- (xi) 1220 Pacific Avenue - Public Works Equipment
- (xii) 1277 Pacific Avenue - Public Works Stores
- (xiii) 50 Myrtle Street - Archives and Records Control
- (xiv) 1155- Pacific Avenue - Public Works
- (xv) 1199 Pacific Avenue - Water & Waste
- (xvi) 495 Portage Avenue - Parking Authority
- (xvii) 317 Donald Street - Employee Benefits Board
- (xviii) 251 Donald Street - Millennium Library
- (xix) 1870 Wellington Avenue - Drop off to Canada Post

E4.13 Mail Tub Deliveries for the Mail Services Division

- (a) The Mail Services Division and/or Printing Services shall place a call to the Contractor office to schedule the pickup and delivery of mail tubs from Canada Post at 1870 Wellington Avenue.
- (b) The Contractor shall pick up mail tubs and lids as requested from Canada Post at 1870 Wellington Avenue and deliver directly to the Mail Services Division at 510 Main Street, Lower Level in the Susan A. Thompson Building between the hours of 8:00 am to 3:00 pm.
- (c) The Contractor must be able to deliver 50 to 100 large and small mail bins and lids in one (1) trip.
- (d) The Contractor shall provide their own dolly or cart to pick up mail bins from Canada Post for delivery to the Mail Services Division and/or Printing Services.
- (e) Regular courier service for mail bin deliveries from Canada Post must be met within 4 hours or the same day. If this time cannot be met, the Contractor must contact either:
 - (i) Mail Services Supervisor: Shelley Chorney (431)-200-2236 or
 - (ii) Mail Services General Line: (204)-986-3834

E4.14 Additional Items

- (a) Shall apply where there is more than one (1) item for pick-up and delivery to the same location.
- (b) A tub of mail bags picked up from the Mail Services Division and delivered to the same location which contains bags of multiple addresses/floors shall be considered one item.
- (c) Delivery of boxes, mail tubs and rolled map tubes, on occasion, may be in excess of thirty-five (35) lbs.