



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 823-2023

BOARD-UP AND /OR SECURE OF BUILDINGS – CITY WIDE

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 BOARD-UP AND /OR SECURE OF BUILDINGS – CITY WIDE

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, November 27, 2023.

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

B3. ENQUIRIES

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

B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent 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 Request for Proposal will be provided by the Contract Administrator to all Proponents 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 Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.

B3.6 The Proponent 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.

B3.7 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 Proponent by the City or acquired by a Proponent 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 Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal 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 Request for Proposal, 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 Proponent 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 Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal 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 Request for Proposal.
- 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 Proponent 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 Proponent 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 Proponents. The Proponent 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 Proponent 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 Proponent 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 B20.
- 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. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal;
 - (b) Form B: Prices.
- B7.2 The Proposal should also consist of the following components:
- (a) Technical Plan (Section C) in accordance with B10; and
 - (b) Experience of Proponent and Key Personnel (Section D), in accordance with B11.
- B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution
- B7.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B7.6.1 Proposals will **only** be accepted electronically through MERX.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).
- B7.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL

- B8.1 The Proponent 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 Proponent is a sole proprietor carrying on business in their own name, their name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent 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 Proposal 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 Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Proponent 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 Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. PRICES

- B9.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 Prices stated in response to B9.1 shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D29. Any such costs shall be determined in accordance with D29.
- 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 Proposals.
- 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 Where applicable, payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B9.5 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. TECHNICAL PLAN

B10.1 Proponents should address each area of the Technical Plan in sufficient detail to show clearly how effectively the Work will be done. All Proponents should submit the following information in support of meeting the evaluation criteria. It is recommended that the Technical Plan be submitted following the format below (which shall include, but not be limited to the following points):

Organization and Management

- B10.2** The Proponent should describe, how they will provide the staff necessary to perform all Services as specified in the Statement of Work as it pertains to the team's organization, services to be managed, and proof of the Contractor's resources, if and when needed, by providing the following (but not limited to):
- (a) Overall Proponent's Organization:
 - (i) An organization Chart for the Proponent.
 - (ii) Key personnel position title and length of time with the Proponent as they relate to the assigned roles and responsibilities.
 - (b) Team proposed to be assigned to this Contract:
 - (i) An outline indicating the number of personnel that would be utilized to carry out the services. The number of personnel should be broken-down to reflect the number of superintendents, supervisor(s), safety officer, day, evening and weekend labours.
 - (ii) Confirm all staff have or will be able to obtain Security Clearance level 2.
 - (c) Monitoring of Staff:
 - (i) A detailed description of the Proponent's intended methods to supervise and monitor the staff to ensure the work performance adheres to the quality standards specified in this Request for Proposal. This should include the number of hours for the working supervisor(s).
 - (d) No Show or late Staff:
 - (i) A detailed narrative of how the Proponent would remedy the quality of diminished services provided due to staff late arrival or not showing up to perform Services.
 - (e) 24/7 Phone Number
 - (i) Provide a direct communication number.
 - (ii) Provide description on how the phone will be managed to ensure 24/7 service access.

Health & Safety

- B10.3** The Proponent should describe how they will adhere to all health and safety measures pertaining to accident prevention. In addition, adequate training of personnel assigned to perform operations such as use of equipment, etc., is also required in relation to the measures the Proponent takes to maintain a healthy and safe working environment, the type of training provided to employees, and the number of employees trained in specific programs. Please provide the following (including but not limited to):
- (a) Programs:
 - (i) A detailed description of the Health and Safety Program or practices currently in place, including training and monitoring of staff performance necessary to maintain a healthy and safe working environment and adhere to all health and safety measures pertaining to accident concerning the equipment, work habits, and procedures.
 - (b) Health and Safety Training:
 - (i) Provide name(s) of supervisor(s) and employee(s) and type of training they have completed related to Health and Safety (e.g. Health and Safety, WHMIS, First Aid, other).
 - (c) Emergency Cleanups:

- (i) A detailed plan for the response to emergency cleanups (e.g. bodily fluids, chemical spills, needles).

Quality Assurance

B10.4 The Proponent should describe how the quality standards described herein shall be strictly adhered to as it relates to the Proponent's commitment towards a quality organization and the Proponent's method of maintaining and improving quality services, by providing the following (but not limited to):

- (a) Resolution of Problems:
 - (i) A detailed description of how the Proponent proposes to resolve contentious issues related to the quality of services.

B11. EXPERIENCE OF PROPONENT AND KEY PERSONNEL

B11.1 The Proponent should demonstrate, in their response, that they have the ability to successfully carry out and manage the responsibilities as outlined in the Statement of Work, as it relates to evidence that the Proponent has the required experience in services, and has proven past performance in this field of work, by providing the following (but not limited to):

- (a) Evidence of the Proponent's experience and past performance. Provide a minimum of two (2) reference in similar Scope of Services. References may be a combination of government and/or other industry contracts, and must be verifiable.
- (b) If the Proponent submits the references in excess of the stated requirement above, only the references up to the identified limit will be evaluated. If the referenced project has not occurred within the past three (3) years, it will not be evaluated.
- (c) For each reference provided, the Proponent shall provide the information contained in the following:
 - (i) Reference 1 and 2 shall include a combination of government and/or other industry contract.
 - ◆ Name of Client organization or company;
 - ◆ Name, title, telephone number and email address of Contact;
 - ◆ Provide a detailed description of Project or Contract;
 - ◆ Location of the Project or Contract;
 - ◆ Approximate value of the Project or Contract;
 - ◆ Performance period of the Project or Contract.
- (d) Supervisor's Performance:
 - (i) A detailed narrative of how the Proponent's organization would identify the factors that would indicate that the on-site supervisor is not performing duties adequately and what the organization would do to remedy the situation.

B12. DISCLOSURE

B12.1 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.

B12.2 The Persons are:

- (a) N/A

B13. CONFLICT OF INTEREST AND GOOD FAITH

B13.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

- B13.2** Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel 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 Proposals or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract.
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
 - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.
- B13.3** In connection with its Proposal, each entity identified in B13.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
 - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP 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.
- B13.4** Without limiting B13.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B13.5** Without limiting B13.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
 - (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B13.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B13.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B14. QUALIFICATION

B14.1 The Proponent 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 Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent 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.

B14.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B14.3 The Proponent 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 B14.5 and D7).
- (e) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - Security Clearance.

B14.4 Further to B14.3(c), the Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Proponent/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, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).

- B14.5 Further to B14.3(d), the Proponent acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B14.6 The Proponent 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 Proponent and of any proposed Subcontractor.
- B14.7 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B15.1 Proposals will not be opened publicly.
- B15.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.
- B15.3 The Proponent is advised any information contained in any Proposal Submission 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).
- B15.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent 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.
- B15.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Contract Administrator.

B16. IRREVOCABLE OFFER

- B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such 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.

B17. WITHDRAWAL OF OFFERS

- B17.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

B18. INTERVIEWS

- B18.1 The Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

B19. NEGOTIATIONS

- B19.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B19.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B19.3 If, in the course of negotiations pursuant to B19.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B20. EVALUATION OF PROPOSALS

B20.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B14: (pass/fail)
- (c) Total Bid Price; (Section B) 40%
- (d) Technical Plan; (Section C) 30%
- (e) Experience of Proponent and Key Personal; (Section D) 30%

B20.2 Further to B20.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.

B20.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B20.1(a) and B20.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B20.5 Further to B20.1(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.

B20.5.1 Further to B20.1(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.

B20.6 Further to B20.1(d), Technical Plan will be evaluated considering the organization and management, health and safety and quality assurance as other information requested, in accordance with B10.

B20.7 Further to B20.1(e), Experience of Proponent and Key Personnel will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor personnel on Projects of comparable size and complexity, in accordance with B11.

B20.8 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B18.

B20.9 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B20.10 This Contract will be awarded as a whole.

B21. AWARD OF CONTRACT

- B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B21.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B21.2.1 Without limiting the generality of B21.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Proposal 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.
- B21.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B21.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B21.4.1 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 award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B21.5 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D29 shall immediately take effect upon confirmation of such funding, regardless of when the funding is confirmed.
- B21.6 Following the award of contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Contract Administrator.
- B21.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Request for Proposal 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 SERVICES

D2.1 The Work to be done under the Contract shall consist of board-up and/or securing buildings for various City Departments, including but not limited to, Winnipeg Police Services (WPS), Winnipeg Fire Paramedic Services (WFPS) and Community By-law Enforcement Service (CBES), from the date of award until December 31, 2024, 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 and/or Department Representative.

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) Board and/or secure all doors, windows and other points of entry on an on-call basis as directed by the Contract Administrator and/or Department Representative on Site in accordance with the most current City of Winnipeg, Schedule B of Vacant Building By-law 79/2010 (<http://clkapps.winnipeg.ca/dmis/docext/ViewDoc.asp?DocumentTypeId=1&DocId=5239>);
- (b) Board and/or secure all doors, windows and other points of entry on a scheduled full-day or half-day basis as directed by the Contract Administrator and/or Department Representative on Site in accordance with the most current City of Winnipeg, Schedule B of Vacant Building By-law 79/2010 (<http://clkapps.winnipeg.ca/dmis/docext/ViewDoc.asp?DocumentTypeId=1&DocId=5239>);
- (c) Assessment of site conditions and risk mitigation prior to boarding; and
- (d) All labour, material, plant, and personal protective equipment necessary to complete the Work shall be provided by the Contractor including power source (generator).

D2.3 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 and/or Department Representative. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D2.4 The Work shall be done on an "as required" basis during the term of the Contract.

D2.4.1 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 Department Representative.

D2.4.2 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

- D2.5 Estimated annual call-outs for 2024:
- (a) Community By-law Enforcement Service 80
 - (b) Winnipeg Police Service 675
 - (c) Winnipeg Fire Paramedic Services 600

D3. COOPERATIVE PURCHASE

- D3.1 The Contractor is advised that this is a cooperative purchase.
- D3.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.
- D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.
- D3.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.
- D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
 - (b) a participant may specify a duration of contract shorter than the duration of this Contract;
 - (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
 - (d) any additional delivery charge identified and accepted in accordance with clause D3.4 and D3.5 will apply.
- D3.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.
- D3.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D4. DEFINITIONS

- D4.1 When used in this Request for Proposal:
- (a) **"After Hours"** means any Calendar Day between the hours of 6:01 p.m. and 7:59 a.m. also including Saturday, Sunday or a Statutory and Civic Holiday between the hours of one midnight to the following midnight;
 - (b) **"By-law Enforcement Officer"** means any City of Winnipeg Community By-law Enforcement Officer authorized to enforce the Vacant Building By-law and other assigned by-laws;
 - (c) **"Departmental Representative"** means a person, department or other administrative unit of the City authorized by the Contract Administrator and/or Department Representative to order Work under this Contract;
 - (d) **"Enhanced Boarding"** means the boarding of a building in compliance with Schedule B Part III of Vacant Building By-law 79/2010;

- (e) **“Incident Commander (IC)”** means the senior officer (usually a District Chief) assigned to the incident from a strategic and tactical level. The District Chief reports to the Platoon Chief;
- (f) **“Platoon Chief”** means the most senior officer on a platoon, of which there are (four) 4. The Platoon Chief is responsible for all incidents which occur on his assigned shift and has specific decision authority for financial authority expenditures with prescribed limits and delegated authority from the department through the Provincial Fires Prevention and Emergency Response Act. The Platoon Chief is responsible to provide oversight to emergency incidents to ensure integrity of department and civic policy;
- (g) **“Proponent”** means any Person or Persons submitting a Proposal for Services;
- (h) **“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;
- (i) **“User”** means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Suzanne Bird
Contracts Officer

Telephone No. 204- 986-7507
Email Address.: sbird@winnipeg.ca

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

D6. CONTRACTOR'S SUPERVISOR

D6.1 Further to C6.22, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in their employ.

D6.2 Before commencement of Work, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D6.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D7. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

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

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

- D7.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
 - (b) providing reasonable accommodations;
 - (c) reasonably accommodating assistive devices, support persons, and support animals;
 - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
 - (e) inform the public when accessibility features are not available;
 - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
 - (g) providing adequate training of staff and documentation of same.

D8. UNFAIR LABOUR PRACTICES

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

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

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

D10. SAFE WORK PLAN

D10.1 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.

D10.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D10.3 Notwithstanding B14.4 at any time during the term of the Contract, the City may, at its 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.

D11. INSURANCE

D11.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability, 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;

D11.2 Deductibles shall be borne by the Contractor.

D11.3 All policies shall be taken out with insurers licensed in the Province of Manitoba.

D11.4 The Contractor shall provide the Contract Administrator and/or Department Representative 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.

D11.5 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator and/or Department Representative.

D11.6 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

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.

D13. EQUIPMENT LIST

D13.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment 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

D14. COMMENCEMENT

D14.1 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.

D14.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D9;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) the Safe Work Plan specified in D10;
 - (iv) evidence of the insurance specified in D11;
 - (v) the Subcontractor list specified in D12;
 - (vi) the equipment list specified in D13;
 - (vii) the direct deposit application form specified in D24.1.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D14.3 The Contractor shall not commence the Work on the Site before January 1, 2024.

D15. LIQUIDATED DAMAGES

D15.1 If the Contractor fails to perform the Work in accordance with the Contract Administrator and/or Department Representative's stated requirements under **D5** and **E2** of the Contract, the Contractor shall pay the City forty (\$40.00) dollars per fifteen (15) minutes for each and every fifteen (15) minutes following the time specified by the Contract Administrator and/or Department Representative on which the Work was to be performed until the failure is rectified.

D15.2 If the Contractor fails to submit invoices, supporting materials, or credit memos as per D24.1, the Contractor shall pay the City a flat rate of 10% or \$50.00 whichever is greater on any late invoices.

D15.3 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 perform the Work in satisfaction of the City's requirements for same.

D15.4 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 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 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 will be adjusted to reflect delays accepted by the Contract Administrator and/or Department Representative.
- 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. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D17.1 Further to B14.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B14.4.

D18. SAFETY

- D18.1 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.
- D18.2 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.
- D18.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
 - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
 - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
 - (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
 - (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
 - (f) fire hazards in or about the Work are eliminated;

- (g) hazardous materials are handled in a manner that meets all applicable regulations or acts; and
- (h) all crew members evacuate the designated property when ordered by the Contract Administrator and/or Department Representative or designate and not return until advised it is safe to do so.

D19. SITE CLEANING

- D19.1 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.
 - D19.1.1 As the Work progresses, the Contractor shall remove any Plant and Material 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 and the Work clean and suitable for occupancy by the City unless otherwise specified.
 - D19.1.2 Total Performance shall not be considered to have been achieved until the Contractor has cleaned up the Site and has removed all Plant, surplus Material, waste and debris, other than that left by the City or other contractors.

D20. DEFICIENCIES

- D20.1 Further to C11.7, the Contract Administrator may order the Contractor to alter or improve their methods, to increase or improve their Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
 - (a) the Work is not being, or will likely not be, performed satisfactorily; or
 - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.
- D20.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C18.7, all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.
- D20.3 The City shall have the right to take possession of and use any of the Contractor's material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof.
- D20.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D20.2, is no longer required for the purposes of the Work, or that it is not in the best interest of the City to retain that Plant, Material or interest, it shall revert to the Contractor.

D21. ORDERS

- D21.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed allowing for a 24-hour, seven (7) day manned response.

D22. RECORDS

- D22.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D22.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
 - (a) Address at service site; clearly outlining apartment numbers, if applicable
 - (b) Order date(s) and time of call placement;

- (c) Service date(s) and time(s) of arrival and departure;
- (d) Total minutes at scene;
- (e) Description and quantity of services provided;
- (f) Incident number;
- (g) Department name; and
- (h) Badge number of officer(s) requesting service.

D22.3 The Contractor shall provide the Contract Administrator and/or Department Representative with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator and/or Department Representative.

D23. DIGITAL IMAGES

D23.1 The Contractor shall take and save digital image(s) of each location. One digital image must show the residence number and every item of Work that was performed for that location. The images shall show the Work both before it has been performed and after.

D23.2 The images are to be saved and kept by the Contractor for a period of two (2) years from the date of the image. Images should be deleted after the two-year period.

D23.3 The images are to be submitted electronically via e-mail to the Contract Administrator and/or Department Representative or designate, within three (3) Working Days, of a request by the Contract Administrator and/or Department Representative or designate.

- (a) **For the Fire Department, digital images are to be submitted with each invoice.**

D23.4 Failure to provide the requested digital image will result in the forfeiture of payment for the Contractor invoice for that service address. Digital images should be backed up to ensure that they are available when requested.

MEASUREMENT AND PAYMENT

D24. INVOICES

D24.1 Further to C12, the Contractor shall submit an accurate invoice within five (5) Business Days of Work performed to:

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

Facsimile No.: 204 949-0864

Send Invoices to CityWpgAP-INVOICES@winnipeg.ca

Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca

D24.2 Invoices must clearly indicate, as a minimum:

- (a) Items as indicated in D22 as well as;
- (b) the City's purchase order or incident number;
- (c) date of delivery;
- (d) delivery address;
- (e) type and quantity of Work performed;
- (f) the amount payable with GST and MRST shown as separate amounts; and
- (g) the Contractor's GST registration number.

D24.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D24.4 Further to D15.2, Liquidated Damages for late and/or inaccurate invoices, missing supporting documents, or credit memos will be applied.

D25. PAYMENT

D25.1 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.

D26. PAYMENT SCHEDULE

D26.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D27. WARRANTY

D27.1 Notwithstanding C13, Warranty does not apply to this Contract.

DISPUTE RESOLUTION

D28. DISPUTE RESOLUTION

D28.1 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 D28.

D28.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D28.3 The entire text of C21.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit his written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in his Appeal Form.

D28.4 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.

- D28.4.1 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.
- D28.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D28.4.3 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.
- D28.4.4 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 D28.4.3, 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

D29. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D29.1 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.
- D29.2 Further to D29.1, in the event that the obligations in D29 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.
- D29.3 For the purposes of D29:
- (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.
- D29.4 Modified Insurance Requirements
- D29.4.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.
- D29.4.2 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.
- D29.4.3 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.

D29.4.4 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.

D29.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D29.5 Indemnification By Contractor

D29.5.1 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.

D29.5.2 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.

D29.6 Records Retention and Audits

D29.6.1 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.

D29.6.2 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 D29.6.1 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.

D29.7 Other Obligations

D29.7.1 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.

D29.7.2 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.

D29.7.3 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.

D29.7.4 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.

D29.7.5 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.

D29.7.6 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 K: EQUIPMENT
(See D13)

BOARD-UP AND /OR SECURE OF BUILDINGS – CITY WIDE

1. Category/type:	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
2. Category/type:	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
3. Category/type:	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
4. Category/type:	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	

FORM K: EQUIPMENT
(See D13)

BOARD-UP AND /OR SECURE OF BUILDINGS – CITY WIDE

5. Category/type:	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
6. Category/type:	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 The following are applicable to the Work:
- E1.3 Proponents 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 supply all labour and materials necessary to board-up and/or secure buildings damaged by, including but not limited to, vandalism, break & enters, fire and Police investigations where required by the City of Winnipeg. Building board-ups and/or securing buildings may be private residences, apartment blocks, commercial or other structures, in accordance with the requirements hereinafter specified.
- E2.2 Board and/or secure all doors, windows and other points of entry as directed by the Contract Administrator and/or Department Representative on Site in accordance with the most current City of Winnipeg, Schedule B Vacant Building By-law 79/2010 (<http://clkapps.winnipeg.ca/dmis/docext/ViewDoc.asp?DocumentTypeId=1&DocId=5239>).
- E2.3 Work is done only to the extent necessary to prevent unlawful access by others or minimize weather damage until the owner/tenant/lessee can complete permanent repairs themselves. Any Work initiated with the owner/tenant/lessee present is NOT part of the Work under this Contract. If the owner/tenant/lessee is present then the owner/tenant/lessee must be advised that the Work is done as an agreement between the owner/tenant/lessee and the Contractor.
- E2.4 All labour and material, plant and equipment necessary to complete the Work shall be provided by the Contractor including power source (generator). No items will be paid for that are not under the Contract.
- E2.5 The Work shall be done on an "as required" basis at any time twenty-four (24) hours a day, seven (7) days a week during the term of the Contract at various Sites within City of Winnipeg limits. At times, several requests may be made at the same time, requiring more than one crew.
- E2.6 Vacant buildings Work will occur between the hours of 8:00 am to 6:00 pm on Working days. The Contractor shall arrive on site at the scheduled time period.
- E2.7 Work done outside the City of Winnipeg limits will not be reimbursed.
- (a) Requests for Work outside City of Winnipeg limits are to be denied.
 - (b) If the Work is done outside the City of Winnipeg, the Contractor will be responsible for billing the owner/tenant/lessee directly.
- E2.8 Work must commence for Police Service calls within forty-five (45) minutes; Winnipeg Fire Paramedics Services within one (1) hour of notification, or where otherwise agreed at time of the call.
- E2.9 Care should be given to the location and implementation of the Work to avoid unnecessary or additional damages to the property. In the case of a claim from the property owner/tenant/lessee it will be incumbent on the Contractor to satisfy the complaint at their own time and cost. Information of such a claim will be forwarded to the Contractor upon receipt of the claim received by the Contract Administrator and/or Department Representative.

- E2.10 All installations must be completed in a manner accepted as good workmanship.
- (a) All broken glass and any other loose material must be relocated to a safe location on the exterior of the building and near the window or door it came from. Items are not to be remove from the Site.
- E2.11 All loose or defective material on the exterior of the building, including but not limited to, fascia signs, overhanging signs, roof signs and all other appurtenances, such as sun visors or awnings, which may become a hazard or danger to the public shall be made safe prior to boarding and taking care to not remove these materials from site.
- E2.12 Work shall be done in a reasonable manner to ensure completion as soon as possible.
- E2.13 The Contractor shall promptly report any delay or change to an agreed commencement or completion time to the Contract Administrator and/or Department Representative.
- E2.14 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 Department Representative.
- E2.15 The Contractor shall complete the Work to the satisfaction of the Contract Administrator and/or Department Representative.
- E2.16 When performing the Work, the Contractor shall disturb the scene as little as possible.
- E2.17 Quality assurance shall be performed by the Contractor to ensure the Work completed has met the requirements of the Contract in terms of self-audit. Consultation by the Contractor with the By-law Enforcement Officer must occur prior to the Contractor leaving the board-up Site for Vacant Building Enforcement related Work.

E3. ITEM DESCRIPTION

Requirements hereinafter specified.

- E3.1 Item No. 1 – Call-out flat fee shall be paid once per site to access that particular board-up during normal working hours between 8:00 am to 6:00 pm on Working Days.
- E3.2 Item No. 2 – Call-out after-hours flat fee shall be paid once per site to access that particular board-up between 6:01 pm to 7:59 am on weekends, Statutory and Civic holidays.
- E3.3 Item No. 3 – Labour and material for basement and main floor board up (all inclusive) (8:00 am to 6:00 pm Working days).
- E3.4 Item No. 4 – Enhanced Boarding (EB) Labour and Material for Basement and Main Floor Board-up (all inclusive) (8:00 am to 6:00 pm Working Days).
- E3.5 Item No. 5 – Labour and material for second floor board up (all inclusive) (8:00 am to 6:00 pm Working Days).
- E3.6 Item No. 6 – Labour and material for third floor and above board up (all inclusive) (8:00 am to 6:00 pm Working Days).
- E3.7 Item No. 7 – Enhanced Boarding (EB) Labour and Material for 2nd & 3rd floor board up (all inclusive) (8:00 am to 6:00 pm Working Days).
- E3.8 Item No. 8 – Enhanced Boarding (EB) Labour and Material for 2x4 Bracing all Floors (all inclusive) (8:00 am to 6:00 pm Working Days).
- E3.9 Item No. 9 – Enhanced Boarding (EB) Removal & Disposal of Boarding - Windows and doors as directed (8:00 am to 6:00 pm Working Days).
- E3.10 Item No. 10 – General labour for repair only (8:00 am to 6:00 pm Working Days).

- E3.11 Item No. 11 – Enhanced Boarding (EB) General Labour for repair only (8:00 am to 6:00 pm Working Days).
- E3.12 Item No. 12 – Labour and material for basement and main floor board up (all inclusive) (6:01 pm to 7:59 am including weekends, Statutory and Civic holidays).
- E3.13 Item No. 13 – Enhanced Boarding (EB) Labour and Material for Basement and Main Floor Board-up (all inclusive) (6:01pm to 7:59am including weekends, Statutory and Civic holidays).
- E3.14 Item No. 14 – Labour and material for second floor board up (all inclusive) (6:01 pm to 7:59 am including weekends, Statutory and Civic holidays).
- E3.15 Item No. 15 – Labour and material for third floor and above board up (all inclusive) (6:01 pm to 7:59 am including weekends, Statutory and Civic holidays).
- E3.16 Item No. 16 – Enhanced Boarding (EB) Labour and Material for 2nd & 3rd floor board up (all inclusive) (6:01 pm to 7:59 am including weekends, Statutory and Civic holidays).
- E3.17 Item No. 17 – Enhanced Boarding (EB) Labour and Material for 2x4 Bracing- All Floors (all inclusive) (6:01 pm to 7:59 am including weekends, Statutory and Civic holidays).
- E3.18 Item No. 18 – Enhanced Boarding (EB) Removal & Disposal of Boarding - Windows and doors as directed (6:01 pm to 7:59 am including weekends, Statutory and Civic holidays).
- E3.19 Item No. 19 – General labour for repair only (6:01 pm to 7:59 am including weekends, Statutory and Civic holidays).
- E3.20 Item No. 20 – Enhanced Boarding (EB) General Labour for repair only (6:01 pm to 7:59 am including weekends, Statutory and Civic holidays).
- E3.21 Item No. 21 – Install cribbing to exterior door/window frames or any other openings to support plywood boarding panels where required (all inclusive).
- E3.22 Item No. 22 – Supply, installation, and removal of temporary fencing shall be wire mesh linear fence panels a minimum of 72” high x 10’ length. Fencing shall be supported by ground bases between each panel as necessary to maintain strength, uniformity and tautness. Panels to be secured with three (3) metal brackets at each panel connection. Rental cost shall be calculated per panel per four (4) week rental commencing on date of installation.
- E3.23 Item No. 23 – Supply and install access panel, chain and keys. When directed by officer in charge, assemble one panel of the fence as an access panel. One end will be supported at the ground base to act as a swivel. The other end of the panel will not be supported at the ground base but it will be secured with a chain and padlock. The chain shall be ¼” Zinc- Plated (to resist corrosion) proof tested coil chain. Padlock shall be stainless steel with a weather resistant thermoplastic shell and cap to cover keyhole for outdoor protection. Keys shall be provided to the By-law Enforcement Officer or personally delivered to 395 Main Street during normal business hours.
- E3.24 Item No. 24 – Temporary wiring/electrical service shall be temporary wiring/electrical service. In the event that a structure has had its electrical service disconnected and there is a need for electrical service to either heat or light the structure, the Contractor may be required to hire a licensed electrician to provide electrical service to the structure. In some instances, Manitoba Hydro may be available to re-connect the service.
- E3.25 Item No. 25 – Provision of heaters shall be to prevent pipes from freezing when required for up to 24 hours. Appropriate heater selection shall be based on calculating 50 BTU’s

per square foot of area to be heated. These are only required when the structure may be subjected to freezing temperatures.

- E3.26 Item No. 26 – Deadbolt Replacement shall include the labour for replacement, the cost of each dead bolt and any other materials required to install them.
- E3.27 Item No. 27 – Lock and Hasp replacement shall include the labour for replacement cost of each lock and hasp and any other materials required to install them.
- E3.28 Item No. 28 – Other Miscellaneous equipment shall be the percentage mark-up applied to invoice (copy of equipment invoice must be provided) costs for equipment needed to board-up or secure the building, including but not limited to:
- ◆ Lifts
 - ◆ Scaffolding
- E3.29 Item No. 29 – Other Miscellaneous material shall be the percentage mark-up applied to invoice (copy of materials invoice must be provided) costs for material(s) needed to board-up or secure the building, including but not limited to:
- ◆ Tarps, Concrete, Unshrinkable fill, Metal Plate at least 8mm thick.
- E3.30 Item No. 30 – Cancellation fee shall be the cost of the Contractor arriving on Site and services are no longer required.

PART F - SECURITY CLEARANCE

- F1.1 The City will conduct a Level Two Security Clearance Check for:
- (a) owner(s), members of the Board of Directors and persons with controlling interest in the company; and
 - (b) any individual proposed to perform Work under the Contract for the Winnipeg Police Service.
- F1.2 The Contractor shall provide the Contract Administrator and/or Department Representative with:
- (a) a list of individuals identified in F1.1;
 - (i) in the case of additional or replacement individuals during the term of the Contract, at least thirty (30) Calendar Days before they assume their controlling role within the company or are proposed to commence Work for the Winnipeg Police Service.
 - (b) A completed Form P-608: Security Clearance Check authorization form available at <https://www.winnipeg.ca/matmgt/templates/information.stm#securitycheck> . Form P-608 must be signed and dated.
 - (i) Signature of Witness shall be signed by the contact person stated on Paragraph 3 of Form A: Bid/Proposal.
- F1.3 Each individual shall submit the required information and form to the Winnipeg Police Service Division 30 Security Section Supervisor at Main Floor, 245 Smith Street:
- (a) in the case of an additional or replacement individual during the term of the Contract, at least thirty (30) Calendar Days before they assume their controlling role within the company or are proposed to commence Work for the Winnipeg Police Service.
- F1.4 Any company for whom a satisfactory Level Two Security Clearance is not obtained for all owner(s), member(s) of the Board of Directors; and persons with controlling interests in the company will not be qualified for award of Contract.
- F1.5 Any individual proposed to do the Work for whom a satisfactory Level Two Security Clearance is not obtained will not be permitted to perform any Work for Winnipeg Police Service.
- F1.6 Any satisfactory Security Clearance obtained thereby will be deemed valid for one (1) year from the date of clearance, subject to a repeated Security Clearance Check as hereinafter specified.
- (a) Each individual doing Work in a Winnipeg Police Service Facility shall provide photo identification upon entry, in order that their Level Two security clearance can be verified.
- F1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require a further Security Clearance Check.
- F1.7.1 The Contract will be terminated with any Contractor should any owner(s), member(s) of the Board of Directors; or persons with controlling interest in the company fail to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check.
- F1.7.2 Any individual who fails to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check will not be permitted to continue to perform Work under the Contract for the Winnipeg Police Service.
- F1.8 If a person fails a Winnipeg Police Service security clearance check at any level, they will not be able to apply for another clearance for 2 years.

APPENDIX A – COMMUNITY BY-LAW ENFORCEMENT SERVICES

Community By-law Enforcement Services - Call Out for Boarding Work of Vacant Buildings					
2017	2018	2019	2020	2021	2022
24	38	47	39	54	56

APPENDIX B– WINNIPEG POLICE SERVICES

Year	2017	2018	2019	2020	2021	2022
# of Calls	242	351	726	753	536	671

APPENDIX C – WINNIPEG FIRE PARAMEDIC SERVICE

Year	Calls
2017	175
2018	208
2019	248
2020	235
2021	307
2022	469