



**REQUEST FOR QUOTATION TO PROVIDE JANITORIAL SERVICES
AT PUBLIC SAFETY BUILDING, THOMPSON MANITOBA**

Request for Proposal No. 10826 Issued: June 8, 2026

Purchasing Contact: Vicki-Lynn Clemons

Telephone: (204) 677-7975

Address: 226 Mystery Lake Rd, Thompson MB R8N1S6

E-mail: purchasingagent@thompson.ca

Closing Date and Time: June 23, 2026 @ 3pm CT

Proposals shall be submitted: via email

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PART - I
INSTRUCTION TO PROPONENTS

1. PURPOSE

Tenders are invited by the City of Thompson (CITY) to provide janitorial services for Public Safety Building, Thompson; 122 Selkirk Ave.

Proponent should visit the site before bidding to have a better and complete understanding of the Services. Proponents should visit the site to secure a comprehension of the work required and should make all the necessary investigations for complete estimating as to the conditions under which the work must be carried out in its nature and location. No allowance shall be made for failure to make such investigations. To arrange a date and time for a visit to the site, please contact the Purchasing Agent.

2. SCHEDULE

Sr. No.	Details	Dates
1	Invitation of Tender	
2	Start date & time to visit the building	
3	Clarification start date	
4	End date & time to visit the building	
5	Clarification end date	
6	Tender submission Start date	
7	Tender submission End date	
8	Date of Tender Opening	
9	Date of Award	ASAP

3. Details of the Scope of Work as set out in Part III of the Tender.

4. All tenders submitted to the CITY are confidential and subject to continuing consolidation of the statues of Manitoba chapter F175 The Freedom of Information and Protection of Privacy Act (FIPPA) (<http://web2.gov.mb.ca/laws/statutes/ccsm/f175e.php>). Proponents are to be knowledgeable in FIPPA and public bodies' compliance responsibilities under FIPPA include ensuring the accuracy, confidentiality, and security of an individual's personal information.

5. INTERPRETATION

5.1. Defined words and phrases used in this request for tender have the meaning expressly expressed in this request for tender. Headings are used for convenience only and shall not affect the interpretation or meaning of this request for tender or any resulting agreement.

6. INQUIRIES

6.1 Any inquiries concerning this RFP should be directed in writing on or before 1:00 PM (central time), June 17, 2026, to the following:

Vicki-Lynn Clemons, Purchasing agent
Phone: 204-677-7975
Fax : 204-677-7980
E-mail : purchasingagent@thompson.ca

CITY of Thompson
226 Mystery Lake Rd,
Thompson, MB R8N 1S6

- 6.2. Any enquiries after the timeline mentioned in the schedule will not be answered by the CITY.
- 6.3. The CITY has the sole discretion to respond, or not, to an enquiry. Responses may be issued to the enquiring party only, or to any or all prospective Proponents.
- 6.4. A proponent shall not be entitled to rely on any oral response or interpretation received in respect of an enquiry unless that response or interpretation was provided in writing.
- 6.5. Enquiries which lead to change in the tender document will be through addenda.

7. SUBMISSION DEADLINE AND ADDRESS

- 7.1. Proposals should be submitted electronically via email by June 23, 2026, at 3:00 p.m. (Central Time).
- 7.2. Except where extended by an addendum, tenders received later than the time stated under Section 3 will not be accepted and will be discarded unopened.
- 7.3. If you require additional time to submit your proposal, you should contact purchasingagent@thompson.ca. COT may, in its sole discretion, allow additional time for proponents to submit a proposal. Requests for extensions must be submitted at least 72 hours prior to the closing date.
- 7.4. Tender shall be handed in person, mailed or couriered to the address below and ensure it reaches before the Tender submission time:
To the attention of:
Vicki-Lynn Clemons, Purchasing Agent
City of Thompson
226 Mystery Lake Road,
Thompson, MB, R8N 1S6
- 7.5. The Proponent shall deliver: Two (2) paper copies of the bid forms.
- 7.6. Tenders submitted by email and fax will not be accepted.
- 7.7. Proposals and accompanying documentation provided to the COT in response to this RFP will not be returned.

8. TENDER REQUIREMENTS

- 8.1. The Proponent is requested to prepare the tender as per the tender requirements attached herein.
- 8.2. The Proponent is solely responsible for obtaining all information that may be necessary in order to understand the requirements of this RFT and submit a Tender in accordance with the terms and conditions of this RFT. No allowance will be made for the failure of a Proponent to obtain such information or to conduct such investigations.
- 8.3. A Proponent should ensure that each provision in its Tender is stated clearly and concisely. Simplicity and clarity of responses are important. The Tender should include all of the information and documents required under this Tender and should be organized in the same sequence. Proponents should avoid including extraneous or irrelevant information.
- 8.4. Proponents are advised to carefully review the evaluation criteria mentioned in clause 20 and mandatory requirements prior to preparing their Tender in response to this RFT.
- 8.5. Proponents shall prepare a list of all the deviations and mention them in "DEVIATION LIST" of this Tender.
- 8.6. Alternate submission will be considered, but it is the Proponent's responsibility to provide all information related to any alternate.
- 8.7. The tender shall:
 - 8.7.1. be signed by a duly authorized representative of the tenderer;

- 8.7.2. be accompanied by any other document or documents specified elsewhere in the tender documents where it is stipulated that they are to accompany the tender.
- 8.8. Only the signed and duly completed tender form will be accepted as a valid tender
- 8.9. Proponents are advised to carefully review the evaluation criteria and mandatory requirements prior to preparing their tender in response to this RFT.

9. PROPONENTS EXPENSE

- 9.1. The Proponent shall be responsible for all expenses relating to the visit, preparation, and submission of its tender and for any subsequent negotiations and discussions with the CITY. In no case, CITY will be responsible or liable for any costs, regardless of the conduct or outcome of the bidding process.

10. LANGUAGE

- 10.1. Tenders and all communication required or permitted in respect of the request for tender shall be in English.

11. INSURANCE

- 11.1. Provide a copy of current liability insurance coverage.

12. LICENSING AND REGISTRATION QUALIFICATIONS

- 12.1. Proponent team must be comprised of individuals and/or firms who are licensed, certified, registered, or otherwise authorized to provide the necessary professional services to the full extent that may be required by the federal law, provincial law, municipality rules and other professional associations in the province of Manitoba at the time of the submission deadline. The successful Proponent shall be required to maintain such license and registration requirements for the duration of the agreement.

13. ADDENDA

- 13.1. CITY may at any time prior to the date and time of closing, issue addenda changing this Request for Tender, and such addenda shall be an integral part of this Request for Tender.

14. TENDER CONTENT

- 14.1. The following format is requested for the Technical Tender:
- 14.2. Title Page
- 14.3. Letter of Transmittal must be fully completed and signed by a representative of the Contractor with the authority to bind the Contract.
- 14.4. Table of Contents
- 14.5. Introduction and Understanding of the Work:
 - 14.5.1. The Tender should describe the Proponent's understanding of the services and tasks that will be provided and include sufficient details to ensure the successful execution of the complete work. Proponent shall submit the documents and credentials as per the evaluation criteria mentioned in Section 21.
 - 14.5.2. CITY requires the proponent to furnish evidence, in addition to any provided by the proponent in the Tender, satisfactory to the CITY that the Proponent has the ability, experience, key personnel experience and qualification including required to undertake and successfully perform the work and offer services.
- 14.6. Technical:
 - 14.6.1. The Proponent shall provide its methodology for completing the work including, schedule, quality control, to address objectives and to achieve superior results.

- 14.6.2. The Proponent shall provide copies of documentation with no extra cost to the CITY, including, without limitation, copies of:
 - 14.6.2.1. Certification papers and documentation for employees and organization of the Proponent, its agents, and contractors engaged in the Services;
 - 14.6.2.2. All other permits and licenses for the Services, Material, and Equipment.
- 14.7. Proponent Information
 - 14.7.1. Describe the Proponent's business including information about how the Proponent is organized to carry on business; its location(s) and any office(s) or facilities where the Services will be provided (i.e. location(s) in and outside of Manitoba, head office location, etc.).
 - 14.7.2. Provide information about the Proponent's experience in providing services comparable to those requested in this RFT within recent years (within the last 5 years). The details should include:
 - 14.7.2.1. Description of the Services
 - 14.7.2.2. Role of the Proponent
 - 14.7.2.3. Customer Name
 - 14.7.3. Describe details of any sub-contracting arrangements proposed by the Proponent.
 - 14.7.4. Provide the list of Janitorial contracts at present with contact details. The City may wish to contact the person in charge to obtain information on present performance or standards.
- 14.8. Price Submission Format
 - 14.8.1. Submit price as per the Bid Form under a Fixed Fee Contract.
 - 14.8.2. Prices shall be quoted in Canadian Funds (CAD) and shall remain firm for the duration of the Agreement.
 - 14.8.3. Applicable taxes must be identified separately.

15. SIGNING OF TENDERS

- 15.1. All Proponents are to execute the tender disclosing the proper legal name of each separate legal entity involved, and the office of each individual signing on behalf of each separate legal entity.
- 15.2. Proponents who involve a consortium of corporations or more than one separate legal entity, such as a partnership or joint venture, are to identify their duly appointed leader in the tender. Where more than one legal entity combines to form a Proponent, all such entities shall be jointly and severally bound by the tender submitted, and any resulting contract(s) awarded.
- 15.3. A copy of a written agreement binding the legal entities involved in each tender shall be provided to the CITY upon request. If no such writing exists at the time of the request, it may be necessary for such entities to document their arrangement to fulfill such requirement at any time, including after the time and date of closing for receipt of tenders and before or after an award of any contract.
- 15.4. CITY may require evidence of the authority of any person purporting to sign a tender on behalf of a person, firm or corporation, whether as principal, agent or attorney.

16. AMENDMENT/WITHDRAWAL OF TENDER

- 16.1. A Proponent may amend or withdraw its tender any time prior to the time and date of closing by providing written notice to the CITY, received by the CITY prior to the said time, as follows:
To the attention of:
Vicki-Lynn Clemons, Purchasing Agent
City of Thompson
226 Mystery Lake Road
Thompson, MB, R8N1S6
Fax: (204) 677- 7981

- 16.2. The communication shall be through mail and fax notifying CITY.
- 16.3. Amendments must be signed in accordance with the instructions to Proponents.

17. AWARD OF TENDERS

- 17.1. The CITY makes no representation or warranty that responding to this Request for Tender will result in the award of work. The CITY reserves the right to cancel this Request for Tender either before or after the date of closing and regardless of whether or not any tenders have been received for any reason whatsoever, in the CITY's sole discretion. The lowest or any tender is not necessarily accepted.
- 17.2. CITY also reserves the right to re-issue or proposes all or any part of the work and services contemplated in this Request for Tender at any time, including after the date of closing, for any reason whatsoever, in the CITY's sole discretion.
- 17.3. In the case of an award of the Tender, it shall be made within ninety (90) calendar days of the date on which the Tenders were opened, unless an extension of the said thirty (30) days is mutually agreed upon in writing between one or more Proponents and the CITY. Should no award be made within the said ninety (90) days or within any mutually agreeable extension thereof, then all Proponents shall be relieved of any obligation to enter into a Contract.
- 17.4. If any tender is accepted, in whole or in part, the CITY shall notify the Proponent in writing. The Proponent cannot rely upon oral acceptance. No other act of the CITY shall constitute an award of the Tender. The award of the Tender shall fall under the governing laws of the Province of Manitoba.

18. PRIVILEGE/ DISCRETION

- 18.1. Notwithstanding any industry or trade custom or past practices of the CITY to the contrary to the following:
 - 18.1.1. The CITY does not represent that it will necessarily, and the CITY shall not be obliged to, accept any tender, accept the lowest cost tender, or be precluded from accepting a tender or other offer or negotiating further in respect of any tender submitted.
 - 18.1.2. CITY reserves the right, and the Proponent acknowledges that the CITY has the right, to reject any or all tenders, for any reason, or to accept any tender which the CITY in its sole discretion deems advantageous to itself.

19. CLARIFICATIONS

- 19.1. CITY may, in its sole discretion, request one or more Proponents to provide further information or documentation concerning their tender(s) or clarifying and matter(s) contained in their tender(s). In respect of any such further request for information, documentation, and clarifications, CITY shall have no duty or obligation to advise any other Proponent of any of the same or to allow them to vary their tender as a result of any of the same.

20. TENDER EVALUATION

- 20.1. Tenders received will be evaluated on the basis of cost (50%); adherence to Scope of Work (30%); Start date (10%); and Performance feedback (10%). The bid form is attached as Schedule - I.
- 20.2. The CITY may choose to visit one or more Proponents facilities, or request one or more Proponents to make presentations and or visit the CITY.

21. Evaluation COMMITTEE

- 21.1. The evaluation committee will be comprised of representatives of the CITY and the R.C.M.P. By submitting a Tender, the Proponent agrees that all decisions on the degree to which a Tender meets the evaluation criteria are solely within the purview and judgment of the evaluation committee. The decision of the evaluation committee is final.

22. EVALUATION PROCESS AND CRITERIA

- 22.1. Tenders will be evaluated in accordance with the following points system:
 - 22.1.1. Tender receiving less than a minimum score of 50% points in evaluation shall be disqualified and receive no further consideration.
 - 22.1.2. Following the evaluation, the Tender scores will be ranked in order of highest to lowest total points.
 - 22.1.3. CITY reserves the right to negotiate with one or more of the proponents short-listed to discuss and possibly seek modifications of proposed plans, strategies, schedules and other matters proposed in a Tender, including possible modifications of proposed work and services, products and prices.
 - 22.1.4. The purpose of any such negotiations will be to obtain the most promising Tender for successful performance and delivery of work and services and to obtain the best value for the City of Thompson.
 - 22.1.5. Results from any such negotiations which produce possible modifications to the Tender submitted which, together with the Tender so revised, may be reduced to a written form of a memorandum and signed by the proponent for use with its Tender, and may form part of any contract awarded to that proponent.
 - 22.1.6. The Evaluation Committee will report the results of the point system (total) rating. Candidates will be notified by the CITY after the selection has been made.

23. ACCEPTANCE OF TENDER

- 23.1. If the CITY decides to accept a Tender, it will accept the Tender that, in the evaluation committee's sole opinion, is the best overall Tender when evaluated in accordance with the evaluation procedure and criteria. Should the CITY decide not to accept any Tender, all Proponents will be given written notice of such a decision.
- 23.2. If the CITY decides to accept a Tender, the CITY will signify its conditional acceptance by preparing and forwarding to the Proponent two (2) copies of the Agreement for signing as identified in PART III – PROVIDE JANITORIAL SERVICES FOR PUBLIC SAFETY BUILDING.
- 23.3. The CITY's acceptance is conditional on:
 - 23.3.1. the CITY obtaining all necessary internal approvals. The CITY has no obligation to enter into the Agreement until this condition has been met;
 - 23.3.2. the Proponent signing and returning all three (3) copies of the Agreement to the CITY after receiving the copies of the Agreement and the conditional acceptance from the CITY;
 - 23.3.3. Subject to the foregoing conditions having been met, the CITY will, in due course, sign the three (3) copies of the Agreement and return one fully signed a copy for the Proponent's record.

24. DISQUALIFICATION

- 24.1. If the Contractor modifies, delete or add any portions or conditions to the contract provisions, the submitted bid will automatically be disqualified. Any exceptions to the Tender shall be mentioned separately in the deviation list.
- 24.2. The City shall have the right to disqualify the Proponent from the Tender process if they have a poor work record and history of vexatious litigation.
- 24.3. The non-submission of Bid Security as per Section 28.
- 24.4. Submission of incomplete or non-submission of the Bid Form.

25. WAIVER

- 25.1. By submitting a tender, the Proponent acknowledges the CITY's rights under this RFT and absolutely waives any right, or cause of action against the CITY, its officers, directors, employees and/or agents by reason of the CITY's failure to accept the tender submitted by the Proponent, whether such right or cause of action arises in contract (including fundamental breach), negligence, bad faith, or otherwise.

26. CONFLICT OF INTREST

- 26.1. The Proponent warrants that to the best of its knowledge the Proponent, its directors, officers, employees, and Vendors, have and shall continue to have no conflict of interest that may be detrimental to the performance of the Services or to the CITY.
- 26.2. Proponent shall provide notice to CITY of any actual, potential, or apparent conflict of interest immediately upon awareness of the same.

PART II

TENDER TO PROVIDE JANITORIAL SERVICES FOR PUBLIC SAFETY BUILDING

PROPONENT INFORMATION

This quote is submitted by _____ : _____
(Legal company name)
Hereinafter called the "Proponent", a company duly incorporated under the laws of:

Head office address _____ : _____

(Number, Street)

(City, Town)

(Province, Postal/Zip Code, Country)

Contact Person Name _____ : _____
Phone Number _____ : _____
Fax Number _____ : _____
Email _____ : _____

The Proponent's principal office dealing with this RFT is at
Address _____ : _____

(Number, Street)

(City, Town)

(Province, Postal/Zip Code, Country)

Contact Person Name _____ : _____
Phone Number _____ : _____
Fax Number _____ : _____
Email _____ : _____

PROPONENT'S TECHNICAL AND NON-TECHNICAL CONTACT PERSONS

All technical enquiries of this RFT should be directed to

Name of the Proponent's Representative : _____

Contact details

Phone Number : _____

Fax Number : _____

Email : _____

World Wide Web : _____

All non-technical enquiries of this RFT should be directed to

Name of the Proponent's Representative : _____

Contact details

Phone Number : _____

Fax Number : _____

Email : _____

World Wide Web : _____

SIGNING PAGE

The words used in this RFT have the meanings ascribed to them in this Request for Tender.

We/I the undersigned, having examined all of this Request for Tender together with all addenda issued prior to close of RFT, and having attended all mandatory meetings and mandatory site visits (if required), hereby submit this Tender with all necessary enclosures, and hereby offer to enter into a contract to do all the work that is set out, described, or called for in this Request for upon and subject to the terms and conditions set forth therein.

If the CITY awards a contract to the Proponent based on this Tender, it shall constitute and be acceptable of all or any stated portion of this RFT without further communication with, or notice to, the Proponent.

Dated at _____ this _____ day of _____, 2026

Proponent's Signature
(I have authority to bind the Proponent)

Witness's Signature

**Form W.C.-1
WORKER'S COMPENSATION
CONFIRMATION OF INSURANCE**

Date:

This will confirm that all personnel with our company are insured under the Worker's Compensation Act of Manitoba.

Compensation Number : _____

Name of Contractor : _____

Mailing Address : _____

Telephone Number : _____

PART – III
FORM OF AGREEMENT

RFT # 10826
Janitorial Services at Public Safety Building

BETWEEN:

CITY OF THOMPSON,

(the "CITY"),

- and -

.....

(the "Contractor").

PREAMBLE:

- A. On **June 8, 2026** the City issued a Request for Tender for Janitorial Services required at Public Safety Building in Thompson.
- B. The Contractor submitted its written Tender dated _____.
- C. The CITY accepted the Tender in which the Contractor agreed to the terms and conditions of this Agreement.

NOW THEREFORE the CITY and the Contractor agree as follows:

GENERAL CONDITIONS OF THE TENDER

1. INTERPRETATION

- 1.1. Headings and References
 - 1.1.1. The headings in the Contract documents are used for the convenience of reference only.
 - 1.1.2. A reference made to a part of the Contract by means of numbers preceded by letters is a reference to the particular part of the Contract that is identified by that combination of letters and numbers and to any other part of the Contract referred to therein.
 - 1.1.3. A reference to a paragraph or subparagraph followed by an identifying number, letter or combination thereof is, unless specifically stated otherwise, a reference to the paragraph or subparagraph that forms part of the clause within which the reference is made.

2. DEFINITIONS

- 2.1. "CITY" means The City of Thompson as continued under The City of Thompson Charter, Statutes of Manitoba 2002, and any subsequent amendments thereto;
- 2.2. "Tender" means the documents and other things, including but not limited to forms contained in the Tender Submission, which must be completed or provided and submitted by the Submission Deadline in order to constitute a responsive offer;
- 2.3. "Proponent" means any organization or company submitting a Tender for the Work;

- 2.4. "Business Day" means any Calendar Day, other than a Saturday, Sunday, or a statutory or civic holiday;
- 2.5. "Calendar Day" means the period from one midnight to the following midnight
- 2.6. "Contract" means the combined documents consisting of either:
the agreement forwarded to the Contractor to accept and sign all the schedules thereto (consisting of the Tender Opportunity and any documents and Drawings referred to and incorporated therein) together with the Bid and any submissions required to be made by the Contractor after award, and all amendments to the foregoing; or
- 2.7. "Contractor" means the successful proponent to whom the contract is awarded and undertaking the performance of the Work under the terms of the Contract.
- 2.8. "Contract Administrator" means the CITY's person to control, monitor and approve the Work carried out by the Contractor as specified in the Contract
- 2.9. "Contract Price or Bid Form" means the price agreed upon for the Work and any adjustments thereto which may be required or agreed to pursuant to the Contract;
- 2.10. "Designated Resources" means those of the Contractor's personnel, approved sub-contractors and employees of the Contractor's approved sub-contractors identified in the Contractor's Tender or subsequently in writing by the CITY, who will directly or indirectly provide the Services under this Agreement
- 2.11. "Purchasing Agent" means the City employee holding that office or, if applicable, the successor to the authority or responsibility of such office;
- 2.12. "may" indicates an allowable action or feature which will not be evaluated;
- 2.13. "must" or "shall" indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- 2.14. "Personnel" means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- 2.15. "Subcontractor" means a person contracting with the Contractor for the performance of a part or parts of the Work or material and includes a Subcontractor's subcontractor;
- 2.16. "Submission Deadline" means the time and date set out in the Tendering Procedures for final receipt of Tenders;
- 2.17. "Supplemental Conditions" means the portion of the Tender Opportunity by that name which sets out terms and conditions specific to the Contract, and supplements or modifies the General Conditions, and a reference to a section, clause or sub clause designates a section, clause or sub clause in the portion of the Tender Opportunity;
- 2.18. "User" means an individual, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- 2.19. "Working Day" means any Calendar Day, other than a Saturday, Sunday, or a statutory or civic holiday, on which the Contract Administrator determines atmospheric and Site conditions are such that the Contractor is able to work at least seven (7) hours during the period between 7:00 a.m. Thompson time or the time the Contractor's operations normally commence, whichever is the earlier, and 7:00 p.m. Thompson time
- 2.20. "Services/Work" means the various work and services to be done, executed, provided, delivered and/or performed by the Contractor described in the Agreement, and includes, without limitation, the work and services described in Scope of Work, Terms of Reference and Supplemental Conditions and in Contractor's Tender, and the provision of all personnel, labour, equipment, apparatus, machinery, and materials to be furnished and/or supplied by the Contractor necessary in the performance of same.
- 2.21. "Supplier" means a person having a direct contract with the Contractor to supply Material not customized for the Work

- 2.22. "Material" includes all commodities, articles, machinery, equipment, tools, fixtures and things required to carry out the work in accordance with the Contract for successful completion of the Work;

3. SCHEDULES

- 3.1. The Agreement consists of this document and the following schedules attached hereto:
- 3.1.1. Schedule "A" – The Request for Tender (RFT) includes
 - 3.1.1.1. General Terms and Conditions
 - 3.1.1.2. Supplementary Conditions
 - 3.1.1.3. Scope of Work
 - 3.1.1.4. Terms of Reference
 - 3.1.1.5. Bid Form
 - 3.1.2. Schedule "B" – The Contractor's Tender
- 3.2. In the event of any inconsistency or contradiction between the terms and conditions of this document and those in the schedules,
- 3.2.1. the terms and conditions of this document shall prevail over those in the schedules; and
 - 3.2.2. the schedules shall govern in the following order of decreasing priority:
 - 3.2.2.1. Schedule "A" – the RFT; and
 - 3.2.2.2. Schedule "B" – the Contractor's Tender.

4. TERM

The term of this Agreement is three (3) years from the date of execution of the contract after the successful Reliability Security Clearance by the contractor. The Contract shall be in full force from the date it is signed by the last one which is either City or Contractor till its completion, unless delayed, suspended or extended beyond that date pursuant to Section 24, or terminated before that date under Section 21 hereof.

Nothing in the Agreement prevents the City of Thompson from contracting with any other Person for the purchase of any work or material, including any work and material the same as that which is contemplated in the RFT or the Agreement, or the same as any Services.

5. WORK TO BE PROVIDED

- 5.1. The Contractor agrees to provide the Work on the terms and conditions set out in this Agreement.
- 5.2. In carrying out the Work, if the Contractor receives an instruction from the CITY or encounters an event or a change in condition that, in the Contractor's opinion, may change the scope of the Work to be provided, the Contractor must notify the CITY of the instruction, event or change in condition. Such notice must be in writing and must be made within five (5) business days of the occurrence of the instruction, event or change in condition. In addition, the notice must set out with sufficient detail how the instruction, event or change in condition changes the scope of the Services, the methodology that the Contractor proposes to address the change, what the effect of the change is to the work schedule and must itemize any change to the price payable under this Agreement.
- 5.3. If the CITY agrees that the instruction, event or condition constitutes a change in scope to the Work, the CITY will, within ten (10) business days of receipt of the change in scope from the Contractor:
- 5.3.1. authorize the Contractor in a written amendment to this agreement, which is to be signed by both CITY and the Contractor, to proceed with the change in scope in accordance with the notice provided by the Contractor; or

- 5.3.2. enter into negotiations with the Contractor based on the methodology proposed in their notice, to arrive at mutually agreeable changes to the work schedule and price; or
- 5.3.3. enter into negotiations with the Contractor to develop an alternative methodology to address the change in scope, along with mutually agreeable changes to the work schedule and price.
- 5.4. If the CITY and the Contractor are successful in their negotiations pursuant to options (5.3.2) and (5.3.3) above, then the CITY will authorize the Contractor in a written amendment to this agreement, signed by both CITY and the Contractor, to proceed with the change in scope in accordance with the negotiated agreement. If the CITY and the Contractor are unsuccessful in their negotiations pursuant to options (5.3.2) and (5.3.3) above, then the CITY may delete that portion of the Work that is related to the change in scope from the original scope of work under this Agreement, and may arrange for that portion of the work to be performed by others.
- 5.5. If the CITY does not agree that that instruction, event or condition constitutes a change in scope, the Contractor will be required to address the issue within the terms of the Work as set out herein, and no additional payment shall be payable by the CITY in that regard.
- 5.6. The CITY and the Contractor agree that any work performed by the Contractor outside the scope of the Work and/or without the prior authorization by the CITY as set out above, will be deemed gratuitous on the Contractor`s part and the CITY have no liability with respect to such work.

6. REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

- 6.1. The Contractor represents and warrants that:
 - 6.1.1. the Contractor and its Resources are competent and shall perform the Work under this Agreement in accordance with the standard reasonably to be expected and entitled to perform the scope of services contemplated by this Agreement;
 - 6.1.2. the Contractor and its Designated Resources possess the necessary skills, expertise, and experience to perform the Services in accordance with the provisions of this Agreement;
 - 6.1.3. the Contractor understands and will ensure that each of its Designated Resources understands the requirements of the CITY under this Agreement and will be able to satisfy these requirements;
- 6.2. The Contractor acknowledges that the CITY has entered into this Agreement relying on the above representations and warranties. The Contractor agrees to advise the CITY of any event, condition or circumstance occurring during the term of this Agreement that would make a representation or warranty made in Section 6.1 untrue or misleading if the Contractor were required to make it at the time of the occurrence.

7. PERFORMANCE OF THE CONTRACTOR`S OBLIGATIONS

- 7.1. The Contractor agrees:
 - 7.1.1. that the Work shall be carried and completed out by the Designated Resources, unless the CITY agrees otherwise in writing;
 - 7.1.2. that the Designated Resources shall devote the time, attention, abilities and expertise necessary to properly perform the Contractor`s obligations under this Agreement;
 - 7.1.3. that it and the Designated Resources will perform all obligations and provide the Work in a professional manner satisfactory to the CITY;
 - 7.1.4. to provide the supervision, training, tools, equipment, vehicles, material and all other things necessary for the performance of the Services to the satisfaction of the CITY;
 - 7.1.5. to comply with all reasonable directions and requests of the CITY; and
 - 7.1.6. to comply with, and to provide the Work in accordance with all applicable laws and regulatory requirements, whether federal, provincial or municipal.

- 7.2. The Contractor shall submit checklist duly filled regularly and signed by the Contractor to Building administrator or CITY's Personnel for approval, satisfactory in form and content to the CITY, with respect to the provision of Services on a timely basis during the Contract, or upon request by the CITY.

8. CITY'S RIGHT TO PERFORM THE WORK, SUSPEND THE WORK OR TERMINATE THE CONTRACT

- 8.1. If the Contractor should be adjudged bankrupt or go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reorganization) or make a general assignment for the benefit of creditors because of its insolvency or if a receiver is appointed, the CITY may, without prejudice to any other right or remedy it may have, immediately terminate the Contract by giving the Contractor or trustee in bankruptcy or receiver a written notice to that effect.
- 8.2. If the Contractor neglects to prosecute the Work properly or otherwise fails to comply with the requirements of the Contract the CITY may, without prejudice to any other right or remedy it may have, notify the Contractor in writing, that the Contractor is in default of its contractual obligations and instruct the Contractor to correct the default in the three (3) Days immediately following the receipt of such notice.
- 8.3. If the correction of the default cannot be completed in the three (3) Days specified, the Contractor shall be in compliance with the CITY's instructions if it:
 - 8.3.1. commences the correction of the default within the specified time, and
 - 8.3.2. provides the CITY with an acceptable schedule for such correction, and
 - 8.3.3. completes the correction in accordance with such schedule.
- 8.4. If the Contractor fails to correct the default in the time specified or subsequently agreed upon, the CITY may, without prejudice to any other right or remedy it may have:
 - 8.4.1. correct such default through another Contractor and deduct the cost thereof from any payment then or thereafter due to the Contractor or claim to the Contractor
 - 8.4.2. suspend all or a portion of the Work; or
 - 8.4.3. terminate the Contractor's right to continue the Work in whole or in part or terminate the Contract.
- 8.5. If the CITY terminates the Contractor's right to continue with the Work or any part thereof as provided in this General Condition, the CITY shall be entitled to:
 - 8.5.1. take possession of the Work and the Products; utilize the Contractor's material, machines and equipment, subject to the rights of third parties; and finish the Work or such part thereof by whatever method the CITY may consider expedient but without undue delay or expense;
 - 8.5.2. withhold further payments to the Contractor until the Work or such part thereof is completed;
 - 8.5.3. upon the date of the monthly payment, charge the Contractor the amount by which the full cost of finishing the Work is certified by the CITY, and a reasonable allowance as determined by the Contract Administrator to cover the cost of corrections to portions of
 - 8.5.4. the Work performed by the Contractor that may be required under section 26, exceeds the unpaid balance of the Contract Price; however, if such cost of finishing the Work is less than the unpaid balance of the Contract Price, the CITY shall pay the Contractor the difference; and
- 8.6. The Contractor's obligation under the Contract as to quality, correction and workmanship of the Work performed by it up to the time of termination shall continue in force after such termination notwithstanding any reduction of payments by the CITY to the Contractor.

9. CITY'S RESPONSIBILITIES

- 9.1. The CITY shall make available to the Contractor all pertinent information or data in its possession which may affect the Work. The Contractor shall give due consideration to such information or data and shall satisfy themselves as to the reliability of the information and data.
- 9.2. The CITY shall promptly review documents submitted by the Contractor and consider requests by the Contractor for directions or decisions and inform the Contractor of the CITY's direction or decisions within a reasonable period of time so as not to delay the schedule for providing the Work.

10. PAYMENT

- 10.1. Subject to the following subsections, in consideration of the Work performed to the satisfaction of the CITY, the CITY shall pay to the Contractor an agreed fixed price as quoted by Contractor in Schedule I. This amount is firm, maximum, and all-inclusive for the Work, and no additional amount shall be payable to the Contractor for the Work.
- 10.2. Unless otherwise agreed to in writing by the parties, the Contractor shall submit the invoices to the CITY after the end of the month and its acceptance by the CITY. Invoices shall be submitted not more than once unless asked for.
- 10.3. All invoices shall be in writing and satisfactory to the CITY in both form and content and supported with the checklists as per Scope of Work.
- 10.4. Payment for the invoices will only be made upon the CITY's acceptance as per Section 10.4 and of the associated deliverable.
- 10.5. The CITY shall review and determine the approval status, approved or not approved, of all invoices within thirty (30) days of their receipt. The CITY shall notify the Contractor, in writing, of the non-approval of an invoice within the fifteen (15) days of its receipt. Should the invoice be approved, the CITY shall endeavor to pay the Contractor the amounts due within thirty (30) days of receipt of the approved invoice and receipt of any supporting materials or reports requested under subsection 10.4.
- 10.6. Those invoices, approved but not paid by the CITY within forty-five (45) days of receipt shall bear interest at the rate charged by Her Majesty the Queen in Right of the Province of Manitoba to her Crown Corporations for the period in question, in accordance with the Financial Administration Manual issued under the authority of *The Financial Administration Act*, from the 46th day after receipt of invoice until payment is made. Interest will not be paid on an overdue invoice where payment has been withheld as a result of a dispute between the Consultant and the CITY regarding the invoice. Any interest payable in accordance with this subsection shall be in addition to the fees and expenses payable under this Agreement.

11. DISBURSEMENTS

Both parties agree that there will be no separate reimbursement of expenses or disbursements under this Agreement. The payments made in accordance with Section 10 are inclusive of any and all expenses and disbursements necessary to complete the Work contracted under this Agreement.

12. STATUS OF THE CONTRACTOR

- 12.1. The Contractor is engaged under the Contract as an Independent Contractor.
- 12.2. The Contractor, its subcontractors and suppliers and any other person at any tier and their employees are not engaged by the Contract as employees, servants or agents of Canada.
- 12.3. For the purposes of the Contract, the Contractor shall be solely responsible for any and all payments and deductions required to be made by law including those required for Canada or Manitoba Pension Plans, Employment Insurance, Worker's Compensation, provincial health or insurance plans, and Income Tax.

13. RIGHTS AND REMEDIES

Except as expressly provided in the Contract, the duties, and obligations imposed by the Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

14. RECORDKEEPING AND AUDIT

14.1. The Contractor shall establish and maintain during the term of the Agreement and for a further period of at least seven (7) years after the termination or expiration of the Agreement, such accounting and other records as are necessary for the proper management of the Services.

14.2. The CITY or the Auditor General of Manitoba, or any other person on behalf of the CITY or the Auditor General of Manitoba, and their respective directors, officers, employees, and representatives may perform, and the Consultant must permit audits of the Services provided at such times as the CITY may request. The Contractors agrees to permit such persons to have access to the Contractor's records respecting the Services for audit purposes and to co-operate fully in any audit.

15. CONFIDENTIAL INFORMATION

15.1. While the Agreement is in effect, and at all times thereafter, the Contractor and any officers, employees, agents or sub-contractors of the Contractor:

15.1.1. shall treat as confidential all information, documents and materials, including (without limitation) all data, designs, plans, photographs, building layouts and other materials, acquired or to which access has been given in the course of, or incidental to, the provision or delivery of the Work or terms of the Agreement;

15.1.2. shall not, without first obtaining written permission from the CITY,

15.1.2.1. use, or permit use of, the information, documents, and materials described in clause 15.1.1 except for the proper performance of the Contractor's obligations under the Agreement, or

15.1.2.2. disclose, or permit disclosure of, the information, documents and materials described in clause 15.1.1 to any person, corporation or organization; and

15.1.3. shall comply with any rules or directions made or given by the CITY with respect to safeguarding or ensuring the confidentiality of the information, documents, and materials described in clause 15.1.1.

15.1.4. Upon CITY's request, the Contractor shall immediately return Confidential Information to the CITY or certify in writing that it has been destroyed.

15.1.5. Contractor acknowledges that any failure to comply with the provisions of Section 15 hereof shall cause irreparable harm to the CITY which cannot be adequately compensated for damages. Accordingly, in addition to any other remedies available to it, the CITY shall be entitled to interlocutory and permanent injunctive relief to restrain any anticipated, present, or continuing breach of Section 15 hereof

16. LIABILITY

16.1. The CITY shall not be liable for any injury to the Contractor, or to any officers, employees, agents or sub-contractors of the Contractor, or for any damage to or loss of property of the Contractor, or of the officers, employees, agents or sub-contractors of the Contractor, caused by or in any way related to the provision or delivery of the Services or the terms of the Agreement.

16.2. Section 16.1 does not apply if the injury, damage or loss was caused by the wrongful or negligent act of an officer or employee of the CITY while acting within the scope of his or her employment.

16.3. Neither party shall have any liability to the other for any indirect, incidental, or consequential damages.

- 16.4. Nothing in the Agreement shall be construed to relieve any insurer of its obligations to pay claims consistent with the provisions of a valid insurance policy.

17. INDEMNITY

- 17.1. The Contractor shall use due care in the performance of the obligations under the Agreement to ensure that no person is injured, no property is damaged or lost and no rights are infringed.
- 17.2. The Contractor shall be solely responsible for:
- 17.2.1. any injury to persons (including death), damage or loss to property or infringement of rights caused by, or related to, the performance of the Work or any term of the Agreement, or the breach of any term or condition of the Agreement by the Contractor, or the officers, employees, sub-contractors or agents of the Contractor;
- 17.2.2. any omission or wrongful or negligent or willful misconduct acts of the Contractor, or of the officers, employees, sub-contractors or agents of the Contractor; and
- 17.2.3. shall save harmless and indemnify the CITY, its officers, employees, and agents from and against all claims, liabilities, and demands with respect to clauses (17.2.1) and (17.2.2).

18. CONTRACTOR'S INSURANCE

- 18.1. The Contractor agrees to obtain and maintain, at its cost, throughout the term of this Agreement:
- 18.1.1. commercial general liability insurance covering claims for personal and bodily injury, death or damage to property arising out of the Contractor or its officers, employees, sub-contractors or agents providing the Services and carrying out Work under the Agreement, in the amount of not less than Two Million (\$2,000,000.) Canadian dollars per occurrence; and
- 18.1.2. CITY shall be noted as additional insured on the policy or policies.
- 18.2. Without limiting the generality of Section 18.1:
- 18.2.1. the insurance shall be underwritten by insurers acceptable to the CITY;
- 18.3. The Contractor shall provide the CITY with at least thirty (30) days advance written notice in the event of cancellation or material reduction of coverage regarding the required insurance policies and to show the CITY as an additional insured.
- 18.4. The Contractor shall ensure that any sub-contractors engaged by the Contractor to perform the Services under the Agreement are insured under the Contractor's policies, or alternatively, the Contractor shall ensure that any sub-consultant engaged by the Contractor to perform the Services under the Agreement obtain and maintain comparable coverage.
- 18.5. The Contractor shall provide the CITY with a certificate(s) of insurance for itself and for all of its sub-contractors, verifying the required insurance coverage before the commencement of any Services.
- 18.6. By setting the foregoing minimum coverage, the CITY does not represent that such amount is adequate to cover all possible claims or losses of this kind and expressly disclaims any such representation. The Contractor acknowledges that it is solely responsible for determining the adequacy of insurance coverage.

19. WORKERS COMPENSATION

- 19.1. Where the Contractor's industry is included in the scope of *The Workers Compensation Act* (Manitoba) C.C.S.M. c. W200 and the Consultant are required under the Act to maintain coverage:
- 19.1.1. the Contractor shall be registered with the Workers Compensation Board of Manitoba; and
- 19.1.2. shall provide and maintain in good standing Workers Compensation coverage throughout the term of the Agreement.

- 19.2. The Contractor shall provide the CITY with written evidence of the Workers Compensation insurance, if required, before the commencement of any Work.
- 19.3. The Contractor must ensure that, where a sub-contractor is required under The Workers *Compensation Act* to maintain worker's compensation coverage, the sub-consultant is registered with the Workers Compensation Board of Manitoba and provides and maintains in good standing workers compensation coverage throughout the term of this Agreement.
- 19.4. Contractor shall pay any assessment or compensation required to be paid pursuant to The Workers Compensation Act (Manitoba). Upon failure to do so, the CITY may pay the assessment or compensation to the Compensation Board and deduct the amount from monies due to the Contractor. CITY may require a declaration from the Compensation Board that assessments or compensation have been paid in full and may withhold payment to Contractor until the declaration is received.

20. RESTRICTION ON ADVERTISING

- 20.1. The Contractor agrees that it shall not refer to, or permit any reference to, the Agreement or the Services in any advertising or promotional material except with the prior written authorization of the CITY.

21. TERMINATION

- 21.1. The CITY or the Contractor may, in its sole discretion, terminate the Agreement at any time, by giving at least ninety (90) days written notice to the Contractor prior to the intended termination date.
- 21.2. In addition to the rights under Section 171, and without restricting any other remedies available, the CITY may, at its sole option, immediately terminate this Agreement in writing if:
 - 21.2.1. in the opinion of the CITY, the work carried out by the Contractor are unsatisfactory, inadequate, or are improperly performed; or
 - 21.2.2. in the opinion of the CITY, the Contractor has failed to comply with any term or condition of this Agreement; or
 - 21.2.3. the Contractor is dissolved or becomes bankrupt or insolvent.
- 21.3. Upon the expiry or earlier termination of the Agreement, the Contractor shall cease to provide or deliver any further Services and shall deliver to the CITY any finished work which has not been delivered and accepted prior to termination, together with any material and work in progress relating to this Agreement. The CITY shall be under no obligation to the Contractor other than to pay, upon receipt of an invoice and supporting documentation satisfactory to the CITY, such compensation as the Contractor may be entitled to receive under the Agreement completed to the satisfaction of the CITY up to the effective date of termination.
- 21.4. In any such above-mentioned condition under section 21. CITY is not liable to pay any penalty.

22. OWNERSHIP OF INFORMATION

- 22.1. During the term of the Agreement, and at all times thereafter, the Contractor, and any officers, employees, sub-contractors or agents of the Contractor, shall not use, publish or disclose any information, documents and materials, including (without limitation) all data, reports, drawings, designs, plans, building layout, photographs and other materials accessible to the Contractor, or the officers, employees, agents or sub-contractors of the Contractor, in the provision or delivery of, or incidental to the provision or delivery of, the Work or the terms of the Agreement without first obtaining written permission from the CITY.
- 22.2. Any equipment, materials, and supplies provided by the CITY to the Contractor for use in the provision or delivery of the Work or the terms of the Agreement shall remain the property of the

CITY and shall be returned without cost to the CITY when the Agreement is terminated or expires or when the Services have been completely performed, whichever is the earliest.

23. INDEPENDENT CONTRACTOR

- 23.1. The Contractor is independent, and the Agreement shall not create the relationship of employer and employee, or of principal and agent, between the CITY and the Contractor or between the CITY and any officers, employees, agents or sub-contractors of the Contractor.
- 23.2. The Contractor shall be responsible for any deductions or remittances, which may be required by law.
- 23.3. In the event it is determined that the Contractor is not an independent Contractor and that the Agreement creates the relationship of employer and employee between the CITY and the Contractor, Contractor agrees to be solely responsible and to save harmless and indemnify the CITY, its officers, employees, and agents from and against all claims, liabilities, orders, costs, and demands resulting from such a determination to the extent that such an indemnity is not prohibited by law. Should such a determination be made, the Contractor agrees that any amount the CITY has paid to the Contractor under the Agreement shall constitute an all-inclusive payment of the Contractor's wages, vacation pay, overtime pay, benefits or other remuneration whatsoever, regardless of the day of the week on which the Services were performed or the number of hours worked in a day or week.

24. SUSPENSION OR EXTENSION

- 24.1. The CITY may, in writing and at its sole option, from time to time, delay or suspend the Services being provided under this Agreement, in whole or in part, for such period of time as may, in the opinion of the CITY, be necessary.
- 24.2. The CITY may, in writing and at its sole option, extend the time in which the Services are to be provided, if necessary, by reason of circumstances beyond the control of the Contractor or through no fault of the Contractor.
- 24.3. Where there is a delay or suspension under Section 24.1 or extension of time under Section 24.2, all terms and conditions of this Agreement shall continue in full force and effect against the Contractor. The Consultant shall not be entitled to make any claim for damages by reason of the delay, suspension or extension.

25. WORKPLACE SAFETY AND HEALTH OBLIGATIONS

- 25.1. By entering into this Agreement, the Contractor acknowledges its responsibility to fulfill the duties of an "employer" under Section 4 and Section 7.4, if applicable, of The Workplace Safety and Health Act (Manitoba) (the "Act") and to ensure that the Work is carried out in accordance with the Act and all regulations and safe work practices applicable to the work being performed under this Agreement.
- 25.2. Without limiting the generality of Section 25.1 the Contractor represents and warrants that:
 - 25.2.1. it shall ensure that it will meet the requirements for the protection of workers set out in the Act and the regulations made thereunder;
 - 25.2.2. it has a workplace safety and health program (the "Program") applicable to the work being performed and shall carry out the Services in accordance with the Program;
 - 25.2.3. its employees, agents, and subcontractors are properly qualified and trained to perform the Services;
 - 25.2.4. it shall ensure that an adequate number of competent supervisors are provided as prescribed in the Act;
 - 25.2.5. it has disclosed all "required information" as required under the Act to all employees and workers that will be providing the Services on behalf of the Contractor under this

Agreement to ensure they are informed of the hazards inherent to the work and understand the procedures for minimizing the risk of injury or illness;

- 25.2.6. it shall provide information and instruction to all workers to ensure they are informed of the hazards inherent to the work and understand the procedures for minimizing the risk of injury or illness;
- 25.2.7. as prescribed in the Workplace Safety and Health Regulation, it shall immediately notify Manitoba Labor, Workplace Safety and Health Division and the CITY when a serious incident occurs at a workplace involving any of the Contractor's officers, employees or agents while performing work under this Agreement and within five (5) days of the accident provide the CITY with a written report detailing the accident and incorporating information requested by the CITY;
- 25.2.8. it shall immediately notify and provide the CITY with copies of any notices, orders or charges issued under the Act to the Contractor under the Act while performing work under this Agreement; and
- 25.2.9. it shall comply with all reasonable requests and directions made by the CITY including, without limitation, any requests or directions made by the CITY's Contract Administrator.

26. DEFECTIVE WORK

- 26.1. The Contractor shall promptly correct any defective Work which has been rejected by the CITY as failing to conform to the Contract, whether incorporated in the Work or not. Thereafter, the Contractor shall promptly correct any defective Work without expense to the CITY and shall bear the expense of making good all work of Other Contractors destroyed or damaged by such correction.
- 26.2. If the Contractor does not correct such defective Work within the time fixed by written notice from the CITY, the CITY may have such defective Work corrected at the expense of the Contractor. If the Contractor does not pay the expense of such correction within five (5) Days after receipt of an invoice therefor, the CITY may, upon ten (10) Days' written notice, deduct from the Contract's all expenses that should have been borne by the Contractor.
- 26.3. If in the opinion of the CITY, it is not expedient to correct defective Work, the CITY may deduct from the Contract Price the difference in value between the Work as done and actual Work required by the Contract.
- 26.4. The failure of the CITY to reject any defective Work or Material shall not constitute acceptance of the defective Work or Material.

27. NO ASSIGNMENT

- 27.1. The Contractor shall not assign or transfer the Agreement or any of the rights or obligations under the Agreement without first obtaining written permission from the CITY. The CITY may, in its sole discretion, refuse to grant such permission.
- 27.2. No assignment or transfer of this Agreement shall relieve the Consultant of any obligations under this Agreement, except to the extent they are properly performed by the Contractor's permitted assigns.
- 27.3. This Agreement shall be binding upon the executors, administrators, heirs, successors and any permitted assigns of the Contractor.

28. TIME OF ESSENCE

Time shall be of the essence of the Agreement.

29. AMENDMENTS

No amendment or change to, or modification of, the Agreement shall be valid unless in writing and signed by both parties.

30. GOVERNING LAW

The Agreement shall be interpreted, performed and enforced in accordance with the laws of the Province of Manitoba and of Canada as applicable therein.

31. ENTIRE AGREEMENT

The Agreement constitutes the entire agreement between the parties. There shall be no undertakings, representations or promises, express or implied, other than those contained in the Agreement.

32. SEVERABILITY

If any provision of the Agreement is for any reason invalid, that provision shall be considered separate and severable from the Agreement, and the other provisions of the Agreement shall remain in force and continue to be binding upon the parties as though the invalid provision had never been included in the Agreement.

33. SURVIVAL OF TERMS

Those sections containing obligations and indemnifications that by their very nature are intended to survive the termination or expiration of this Agreement, including Section 15, Section 16, Section 17, shall survive the termination or expiration of the Agreement.

34. WAIVER

Any waiver by Manitoba of any failure, default or breach under this Agreement by the Contractor shall not be effective unless given in writing by an authorized person and shall not constitute a subsequent waiver of a similar or any other failure, default or breach.

35. LAWS, PERMITS AND TAXES

35.1. The Contractor shall comply with all federal, provincial and municipal laws and regulations applicable to the performance of the Work or any part thereof including, without limitation, all laws concerning health and labor conditions and the protection of the environment, and shall require compliance therewith by all of its subcontractors and suppliers at any tier. The Contractor shall furnish evidence of compliance with such laws and regulations to the CITY at such times as the CITY may reasonably request.

35.2. Unless stipulated otherwise in the Contract, the Contractor shall obtain and maintain all permits, certificates, licenses, registrations, and authorizations required for the lawful performance of the Work.

36. UNSUITABLE WORKERS

36.1. The CITY shall instruct the Contractor to remove from the site of the Work any person employed by the Contractor for purposes of the Contract who, in the opinion of the CITY, is incompetent or is guilty of improper conduct, and the Contractor shall not permit a person who has been removed to return to the site of the Work.

37. CONFLICT OF INTEREST

37.1. Contractors shall not employ CITY employees in activities that might subject CITY employees to demands incompatible with their official duties or cast doubt on their ability to perform their duties objectively.

38. NO BRIBE

- 38.1. The Contractor represents and covenants that no bribe, gift, benefit, nor other inducement has been nor shall be paid, given, promised or offered directly or indirectly to any official or employee of CITY or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

39. DISPUTES

- 39.1. Differences between the parties to the Contract as to the interpretation, application or administration of the Contract or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by the decision of the CITY's Contract Administrator. The Contract Administrator shall be the initial interpreter of the requirements of the Contract Documents and the judge of the acceptability of the Work. Claims, disputes and other matters in question relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents shall be referred initially to the Contract Administrator in writing for decision which it shall give in writing within a reasonable time, shall be settled in accordance with the requirements of section 39.
- 39.2. A Contractor shall give written notice of such dispute to the Director Development Services, no later than seven (7) Calendar Days after it has received the Contract Administrator's decision under section 39.1, failing which the Contract Administrator's decision under section 38.1 shall be treated as final and binding. Such notice shall set forth particulars of the matters in dispute, the probable extent and value of the damage and the relevant provisions of the Contract Documents. The Director Development Services shall reply to such notice no later than seven (7) Days after it receives such notice, setting out in such reply any relevant provisions of the Contract Documents. If the Contractor is not satisfied with the decision of Director Development Services, he shall give written notice to the City Manager within seven (7) days of the decision. The City Manager shall give his decision to such notice within no later than seven (7) Days after it receives such notice, setting out in such reply any relevant provisions of the Contract Documents.
- 39.3. The Contractor shall continue diligently to prosecute the Work pending the determination of every dispute. In the event the Contractor refuses to proceed diligently with the Work or any portion thereof, the Contractor shall be directly responsible for all damages to the CITY as a result of such suspension and, in addition to any other right that the CITY may have at law or in equity, the CITY shall have the right to notify the Contractor that it is in default of its contractual obligations pursuant to section 8.2
- 39.4. If the matter in dispute is not resolved promptly, the Contract Administrator may give such instructions as, in its opinion, are necessary for the proper performance of the Work to prevent delays pending settlement of the dispute. The Contractor shall act immediately according to such instructions; it being understood that by so doing the Contractor shall not prejudice any claim it may have arising out of the matter in dispute.
- 39.5. The CITY and the Vendor shall make all reasonable efforts to resolve their disputes by discussion and negotiation and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations. If the CITY and the Vendor are unable to resolve the dispute and the dispute cannot be resolved the parties may agree to have the dispute resolved by mediation or such other means as the parties may mutually agree. If no agreement as to the method of dispute resolution is reached between the CITY and Vendor, then the Parties resolve the dispute through arbitration. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

40. ARBITRATION

Requests for Arbitration

- 40.1. The party desiring arbitration (the "Requesting Party") shall request the consent of the other party (the "Other Party") to refer a particular dispute, difference or question to arbitration.
- 40.2. The Other Party shall reply to the request within seven (7) Calendar Days of receiving the same.

Referral to a Single Arbitrator

- 40.3. If the Other Party has consented to arbitration, the Requesting Party shall nominate an arbitrator (the "Requesting Party's Nominee") within seven (7) Calendar Days of receiving the reply. The Other Party shall have seven (7) Calendar Days after receiving notice of the nomination to accept or reject the Requesting Party's Nominee.
- 40.4. If the Other Party accepts the Requesting Party's Nominee, the dispute, difference or question shall be promptly referred to him.

Referral to a Panel of Arbitrators

- 40.5. If the Other Party rejects the Requesting Party's Nominee, it shall, within seven (7) Calendar Days of rejection, appoint its own arbitrator.
- 40.6. The Requesting Party shall, within seven (7) Calendar Days of receiving the Other Party's rejection, appoint its own arbitrator.
- 40.7. The arbitrators appointed under 40.6 and 40.7 shall, within seven (7) Calendar Days of the date on which the last of them was appointed, appoint a third arbitrator (the "Panel Chair") who will act as chair of the arbitration panel.

General

- 40.8. The Arbitration Act (Manitoba) or any successor legislation thereto shall apply to the arbitration in all respects except as expressly otherwise provided in these General Conditions.
- 40.9. The single arbitrator or the Panel Chair, as the case may be, shall determine the procedure to be followed in the arbitration, which shall be consistent with The Arbitration Act (Manitoba) or any successor legislation thereto.
- 40.10. Where the matter proceeds with a single arbitrator, each party shall be responsible for its own legal expenses, expenses to produce expert evidence or other expenses voluntarily incurred, and for an equal share of the fees and expenses of the single arbitrator and of any other expenses related to arbitration.
- 40.11. Where the matter proceeds with an arbitration panel, each party shall be responsible for its own legal expenses, expenses to produce expert evidence or other expenses voluntarily incurred, for the fees and expenses of the arbitrator appointed by it, and for an equal share of the fees and expenses of the Panel Chair and of any other expenses related to the arbitration.

41. NOTICES

- 41.1. All notices, requests, nominations, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under the Contract shall be in writing and shall be delivered by hand, by facsimile transmission (fax) or by mail.
- 41.2. All notices, requests, nominations, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in 41.3 or 41.4, or elsewhere in the Contract, shall be sent to the attention of the Purchasing Agent.
- 41.3. All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Administrative Officer at the following address or facsimile number:
The City of Thompson
226 Mystery Lake Road
Thompson MB R8N 1S6
Facsimile No.: (204) 677 7980

- 41.4. All notices, requests, nominations, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:
The City of Thompson
226 Mystery Lake Road
Thompson MB R8N 1S6
Facsimile No.: (204) 677 7980
- 41.5. Any notices, requests, nominations, consents, approvals, statements, authorizations, documents or other communications given as provided herein shall:
- a) if delivered by hand, be deemed to have been received on the day of receipt;
 - b) if delivered by facsimile transmission, be deemed to have been received on the day of transmission, if it is a Business Day, or if not a Business Day, on the Business Day next following the day of transmission; and
 - c) if delivered by mail, be deemed to have been received on the second Business Day on which mail is delivered by Canada Post following the date of mailing.
- 41.6. All notices, requests, nominations, consents, approvals, statements, authorizations, documents or other communications to the Vendor shall be sent to the address or facsimile number identified by the Vendor in their Bid Submission.
- 41.7. Either party may, by giving notice, designate another address or address at which it will accept delivery of notices, requests, nominations, consents, approvals, statements, authorizations, documents or other communications.

42. MINIMUM STANDARDS

- 42.1. In the absence of other standards required by the Contract Documents, all services, all Work, materials and equipment shall be suitable for its intended purpose, and conform to, or exceed, the minimum standards of industry in Canada.

43. INFRINGEMENT

- 43.1. The Contractor shall indemnify and save harmless the CITY from and against all claims and proceedings for or on account of infringement of any patent, trademark, copyright, trade secret or other protected rights in respect of any service or equipment or material used for or in connection with the Services and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

44. CLEANING UP

- 44.1. The Contractor shall, at all times, keep the Place of the Work in a safe and tidy condition, and free from accumulation of waste material or rubbish caused by its performance of the Work, and at the completion of the Work it shall remove all rubbish and all tools, equipment, and material from and about the Work and shall leave the Work clean and suitable to work as per the person responsible for that particular location. In case of dispute, the CITY may remove the rubbish and charge the cost to the Contractor as the CITY shall determine to be proper in the circumstances

IN WITNESS WHEREOF the parties hereto have executed the Agreement as at the Effective Date.

MANITOBA CITY OF THOMPSON

Per: _____
Authorized Signing Officer

Per: _____

Authorized Signing Officer

PROPONENT:

Per: _____

Authorized Signing Officer

Per: _____

Authorized Signing Officer

SUPPLEMENTAL CONDITIONS

1. PERSONNEL

1.1. The Contractor shall maintain a staff of trained cleaning personnel, "in accordance with the Manitoba Employment Standards Act, no child (meaning a person under the age of sixteen years) may be employed to do work under their Contract. Any personnel working in the Public Safety Building will be required to pass the Reliability Security Clearance prior to the execution of the Contract. Such security clearance may include fingerprinting.

2. LIQUIDATED DAMAGES

2.1. Any delay or failure to deliver the work as per the Scope of Work shall attract liquidated damages which are 3% daily of the monthly Contract price.

3. Payment will be remitted on pro-rata based on the number of days service is provided in a month.

4. Contractor is responsible for getting the Reliability Security Clearance

4.1. The forms shall be duly filled by the Contractor personnel and submitted to Senior Administrative Assistant at Public Safety Building for review from the fourth (4) day of the award of contract in order to ensure that the forms are complete and accurate before submission. Once confirmed complete and accurate, the forms will be deemed as 'submitted'.

4.2. The Contractor is responsible for any costs associated with the Reliability Security Clearance

4.3. If a contractor has the Reliability Security Clearance, they are required to submit a copy of the document to the Senior Administrative Assistant for verification.

4.4. Contractor will be responsible to manage the renewal of Reliability Security Clearance during the life of the contract.

5. If the contract price includes a duty or tax imposed or levied by any competent government body or agency and that duty or tax is subsequently removed or varied in any way, the City shall have the right to request the adjustment of the contract price to reflect such removal or variance

6. TERMINATION

6.1. If there is appointed a receiver, trustee or custodian for the assets of the Contractor or any partner or permit for the Contractor's business required by law, or if that license or permit is revoked or suspended;

6.2. If the Contractor fails to comply with any law or regulation relating to the employment of its employees, or any of them;

6.3. If the Contractor fails to comply with having Liability Insurance in place

The Contractor shall promptly notify the City in the event of the occurrence of any of the foregoing circumstances.

SCOPE OF WORK

The approximate square footage of the PUBLIC SAFETY BUILDING/RCMP is 30,285 square feet.

SECTION –A “GENERAL OBLIGATIONS OF THE CONTRACTOR – DAILY”

The following services are to be provided on a daily basis shall include:

1. Non-carpeted floor surfaces shall be:
 - 1.1. swept using a dust control method
 - 1.2. damp mopped
2. Carpeted floor surfaces and floor surfaces which cannot be swept and damp mopped without difficulty shall be:
 - 2.1. Vacuumed
 - 2.2. spot cleaned
 - 2.3. carpets to be sprayed with an anti-static product
3. Wastebaskets and other refuse generated within the office areas shall be emptied into plastic garbage bags and taken to the designated garbage collection area. (Combustible refuse shall be emptied into a separate metal container.)
4. The following shall be damped wiped with an approved cleaning solution of mild disinfectant:
 - 4.1. wastebaskets
 - 4.2. receptacles
5. Where a member of the cleaning personnel is doubtful as to the disposal of any material, he/she shall advise the Investigator/Supervisor (Watch Commander) of the situation and seek guidance.
6. File cabinets, shelving, countertops, telephones, tables, end tables, desks, chairs, and furniture shall be hand dusted with a treated cloth.
7. Telephones shall be wiped clean with disinfectant.
8. Care shall be taken not to disturb computers, adding machines and specialized business equipment and paper other than wastepaper wherever arranged. **DO NOT WIPE COMPUTER MONITORS!**
9. Windowsills and handrails in stairways shall be dusted and wiped clean of all marks etc.
10. Baseboards shall be dusted.
11. Marks on walls shall be removed immediately unless the wall finish would be permanently damaged by reason thereof.
12. Finger marks and other marks shall be removed from the door glass, partition glass, windows, desk glass, and highly polished surfaces and from around light switches.
13. All doors, hand and kick plates and all metalworks shall be wiped clean.
14. Drinking fountains, hand basins, toilet bowls and seats, urinals and sinks shall be washed with a germicidal cleaner.
15. Washroom floors shall be washed with a germicidal cleaner and buffed.
16. Tile walls and shelves shall be wiped down.
17. Mirror, faucets, flushometers, hinges, chrome plating and all brightwork shall be wiped clean.
18. Soap dispensers shall be cleaned and filled when necessary.
19. Resilient stair finishes shall be swept and washed. Stairs shall include stairways, landings, handrails, stringers, and metalwork.
20. In the Public Safety shower rooms, the shower floors, shower stalls, and walls shall be washed with a germicidal cleaner.
21. Janitor Room & Utility Closet - Spot clean walls and doors. Keep shelves neat and tidy. Clean and disinfect sinks. Wash cleans all wet mops before storing them. Mops shall be free of odour. Ensure all mop pails are empties and free of odour.
22. Cells:

- 22.1. Spot clean walls & doors
- 22.2. Wash/disinfect bunks, mattresses, and frames
- 22.3. Clean/disinfect sinks and toilets
- 22.4. Sweep, wash/disinfect hard surface floors

NOTE: Any work not herein specifically mentioned but may be required to perform adequate service, shall be furnished as though specifically mentioned in the specifications and without extra cost to the City.

SECTION – B, “GENERAL OBLIGATIONS OF THE CONTRACTOR – WEEKLY”

The following services are to be provided on a weekly basis:

1. The walls in the corridors and throughout the buildings shall be examined for marks, and marks found shall be washed off.
2. Water, wax and scuff marks shall be removed from baseboards by hand washing
3. All resilient floors shall be:
 - 3.1. washed
 - 3.2. scrubbed
 - 3.3. re-waxed
4. Sweep and damp mop floor in the Mechanical and Electrical rooms.
5. Cells:
 - 5.1. Machine scrub hard surface floors

NOTE: Care shall be taken to use no more water than is necessary when scrubbing floors so that the floor surfaces will not be adversely affected.

SECTION – C, GENERAL OBLIGATIONS OF THE CONTRACTOR “MONTHLY”

The following services are to be provided on a monthly basis:

1. Clean vinyl chairs with an appropriate product
2. Door casings, blackboard mouldings, ventilating louvers, grills, and vertical surfaces shall be high dusted and/or vacuumed.
3. Stairway walls, window ledges, and doors shall be dusted.
4. All air grills and louvers not exceeding 8'0" above floor level shall be damp cleaned and vacuumed.
5. Washroom walls and toilet partitions shall be washed.
6. Washroom floors shall be scrubbed and a new two coat minimum finish applied.
7. Clean all fire extinguishers.
8. Clean all notice boards and display cases.
9. Borrowed light glass shall be cleaned and washed.
10. Cells:
 - 10.1. All Cells shall be fumigated. Fumigation to be carried out monthly with an insecticide solution of sufficient strength to kill bugs and other crawling insects. The insecticide used will have to meet the Department of Health's approval.

SECTION – D, “GENERAL OBLIGATIONS OF THE CONTRACTOR – QUARTERLY”

The following services are to be provided on a quarterly basis:

1. Pictures, graphs, and clocks shall be dusted.
2. Corridor walls shall be wiped down with a damp cloth and washed on a rotation basis. All doors and frames shall be washed with a clean damp cloth.
3. All partitions and walls shall be thoroughly dusted on a rotation basis.
4. Basement Men’s and women’s washroom ceilings shall be washed.

SECTION – E, “GENERAL OBLIGATIONS OF THE CONTRACTOR – ANNUALLY”

The following services are to be provided on an annual basis:

1. Where a wax build-up is found to have taken place on a floor, old wax shall be stripped and sealed and refinished with a minimum buffed five-coat finish.
2. Wash and dust fluorescent fixtures.

NOTE: The timing of these 2 items are to be scheduled and agreed to by the RCMP Contact.

SECTION – F, MATERIALS FURNISHED BY THE CONTRACTOR

The Contractor is to furnish all janitorial supplies such as;

1. Toilet tissue - good quality - 2-ply tissue
2. Hand towels and dispensers
3. Hand soap and dispensers
4. Deodorizers - strong enough to mask odors - blocks to be scented to the centre of the block
5. Garbage bags
6. Various cleaners, waxes, and shampoos are to be those products listed OR EQUIVALENT.

Any supplies not herein specifically mentioned but as may be required to perform adequate service, shall be furnished as though specifically mentioned and at no extra cost to the City. The Contractor shall, if called upon to do so, furnish satisfactory evidence as to the kind and quality of supplies being used.

Cleaning Product List -

The Contractor shall provide a list of products they will be using for the following applications. The information must be included on the "ADDITIONAL INFORMATION SHEET".

APPLICATION

Cleaning Floors

Waxing Floors

Urinals and Toilets

Shampoo Carpets

- Hot Water Unit
- Foam Unit

Germicidal Cleaners
(Various Areas)

Cleaning Chairs

ADDITIONAL TERMS OF SCOPE OF WORK

1. Contractor shall create and submit a checklist for all the Services mentioned in Schedule – A, B, C, D, E before the commencement of Services to the CITY and CITY will either accept or make changes in a reasonable time before implementation.
2. Checklist shall be duly filled and signed by the Contractor and approved by the Building Administrator or CITY's personnel for submission along with the monthly invoice for remittance of payment.
3. Checklists shall remain at the Public Safety Building for inspection by building personnel.
4. Report to CITY designates when periodic cleaning requirements are completed and what has been done. (ie, monthly, quarterly, periodic).

5. TIME OF WORK

The premises shall be cleaned in accordance with the conditions as set out in the contract and the following schedule as outlined below:

- 5.1. Monday to Sunday inclusive
- 5.2. The work shall be carried out at any time during the day, with the exception of 5.3
- 5.3. The only exception will be in the cell area. Janitorial Staff should conduct a time of work for cleaning of cell area after 10:00 AM (Daily not before)
- 5.4. Holidays will not change the daily requirements of the RCMP

6. LABOUR, MATERIALS, EQUIPMENT

- 6.1. In providing the janitorial services, it shall be the contractor's responsibility to provide all necessary staff to carry out all labor under adequate supervision, and to supply such materials and equipment as may be suitable and necessary, all at the contractor's own expense.
 - 6.2. The Contractor's materials shall be of those products listed or equivalent.
 - 6.3. In the event that these products prove unsatisfactory, the City reserves the right to change products.
 - 6.4. Materials furnished by the Contractor shall be of high quality. They shall be non-harmful to, and suitable for, the surfaces for which they are intended. If the materials prove unacceptable at any time, the Contractor shall inform the Purchasing Agent and then proceed to make arrangements, as directed by the Purchasing Agent to assure acceptable materials.
7. The Contractor agrees to provide high-quality workmanship at all times and workers necessary to maintain the building standard.
 8. Unannounced audits of the work performed will be done randomly. This audit will be completed without notice or direct supervision of the Contractor.
 9. Upon completion of a visual or random audit of work being completed, written notice for work not completed as per contract will be issued to the vendor via the Purchasing Agent. Through further visual inspections or random audits, if the same work has been identified as not being completed through previous written notice, this will constitute a failure to fulfil and perform the contract as agreed and the City shall terminate the contract as per the provisions of the Contract.

10. IDENTITY BADGES OR CLOTHING

All workers shall have an identity badge that clearly indicates the company's name, the individual's name and has an identity photograph on it and is to be worn whenever at the Place of the Work. The format of this identify badge will be dictated by the RCMP.

11. FITNESS FOR WORK

All workers must be fit for work at all times. The CITY and/or the R.C.M.P. retains the right to ask the Contractor that individuals shall leave the Place of the Work if they are unfit for any reason including, without limitation, inebriation, taking illegal drugs, injury, fatigue, rudeness or any for other reason that may affect the quality of the work or which represents a breach of these rules.

12. THEFT

Workers who steal from the Place of the Work shall be immediately ejected from the Place of the Work. The Contractor is responsible for all such thefts irrespective of whether the worker is an employee of the Contractor, a Subcontractor sub-Subcontractor or Supplier.

13. SECURITY

The Contractor shall be responsible for ensuring the security of the Place of the Work during access and for ensuring that locks are effectively and securely locked. Security doors shall at all times remain closed and shall not be propped open, even for a short time.

14. Personnel shall not be removed regularly from the Services and in case replaced then only after Reliability Security Clearance.

15. If any contractor employees with Reliability Security Clearance quit or are terminated, the contractor must notify the RCMP without delay in order to cancel security clearance and building access card. Building access cards must be returned to the RCMP.

16. Contractor shall perform its obligations in a timely manner;

17. Contractor shall use due care in the performance of its obligations to ensure that no person is injured or killed, no property is damaged or lost, and no rights are infringed;

18. Contractor shall provide written reports with respect to the Services at the CITY's request;

19. The Contractor shall be responsible to set up a meeting after the end of every six months Department Head responsible for the building. The purpose of this meeting is to discuss and address problems that may arise or receive suggestions for improving areas. The Purchasing Agent shall be informed of these meetings and called upon if necessary to be there.

20. SAFETY DATA SHEETS

The Contractor is to provide the City with an updated S.D.S. for all products they are using on the premises. These sheets are to be updated when required.

21. WORKPLACE PROCEDURES

The Contractor shall be responsible for providing a Workplace Safety procedure for his/her employees.

22. The CITY requires all Contractors to ensure Workplace Safety and Health regulations are adhered to while on CITY Properties.

23. Contractor on their responsibility contacts the Safety Manager of the CITY before the execution of the Work. The purpose of this is to ensure all safety procedures are followed according to the CITY guidelines.
24. Before commencing work, contractors must;
 - 24.1. provide WCB clearances
 - 24.2. proof of Reliability Security Clearance

25. The contractor will assume the role of Prime-Contractor as indicated in the Workplace Safety and Health Act W210 and its regulation MR 217/2006 for purposes of managing workplace hazards and corrective measures required mitigating unsafe acts and conditions in a timely manner.

The contractor will hold daily safety talks prior to commencing work and be prepared to provide documentation of meetings that includes who attended the meeting, date and time, supervisor of the project, identified hazards, corrective measures taken to reduce risk of contact with hazards and employee signatures to the City of Thompson's named contract administrator for the said project.

The contractor will report all workplace incidents that occur during the course of the said contract including near misses, incidents resulting in time loss, incidents resulting in no time loss, environmental incidents, damage reports, and incidents with members of the public. All serious incidents, as defined by the Workplace Safety and Health Act W210 and its regulation of MR 217/2006, shall be reported to the City of Thompson's contract administrator immediately and be handled in accordance with the Act and its Regulation.

26. The Contractor is responsible for the use, and safekeeping of access cards. The contractor must notify the CITY immediately if an access card is lost or damaged,
27. Immediately notify the CITY of the discovery of any damage or unauthorized access, and any threats or attempts to accomplish the same.

28. STORAGE OF EQUIPMENT AND MATERIALS

The Contractor shall confine their apparatus, the storage of materials and the operations of their workmen to limits indicated by the City and shall not encumber the premises and with their materials. The City will provide reasonable space for the storage of materials and equipment belonging to the Contractor. Such storage space will be locked to other than the employees of the Contractor and authorized City and/or R.C.M.P personnel wherever reasonably possible. In providing such space, the City accepts no responsibility for loss to, or damage to, the materials, equipment, tools and other property of the Contractor. It is understood and agreed by the Contractor that any insurance policies held or to be held by the City in respect of the building, and its contents will not cover loss or damage pertaining to the Contractor's materials and equipment.

29. The building is to be left in an acceptable condition at the end or termination or suspension of the Contract; the City reserves the right to withhold the last month's payment of the Agreement until complete satisfaction is determined.
30. Contractor shall comply with all reasonable instructions and requests made by the CITY concerning the Services and the Agreement;

31. Contractor shall comply with all reasonable instructions and requests made by the City of Thompson concerning the Services and the Agreement;
32. Contractor shall comply with all applicable federal, provincial, municipal, state, or other laws, by-laws, and regulations.

BID FORM

The undersigned authorized signatory of the Proponent, having examined the facility as designated in this Tender, agrees to execute and complete the work in accordance with the terms and conditions of the tender, and at the following rates:

Sr. No.	Description	UOM	Qty.	Price (per month) \$ (a)	G.S.T. (b)	P.S.T. (c)	Total Per Month (d)= (a+b+c)
1	Janitorial Services for Public Safety Building	Lump-Sum	1	X	X	X	X
a.	For a period Year 1						
b.	For a period Year 2						
c.	For a period Year 3						

1. State the time period required to commence the services after the award of the Contract : _____(Weeks)

Note:

- i. All Prices shall be in Canadian Dollars.
- ii. The agreement is Fixed Fee, and the prices are firm and valid for the completion of the tenure of the Contract.
- iii. Prices are not subject to adjustment for changes or unexpected contingencies of any kind whatsoever, including without restricting the generality of the foregoing, changes in wages, material costs, or taxes which may in future be imposed by the lawful authority within or outside of Canada.
- iv. The above-quoted prices shall include all costs to do the required work such as transportation of workers, material, and equipment to the location, vehicles, overtime, tools, miscellaneous equipment, licenses, and permits etcetera to successfully execute and complete the Work.
- v. Prices shall also include all customs duties, surcharges, insurance premiums, permit and license fees, Workers Compensation and vacation pay assessments, and all other payroll benefits. All other applicable taxes shall be identified and included but shall not be subject to any adjustment.
- vi. The invoice shall be submitted after the end of the month along with the checklist signed by the CITY representative after completion of the Work.
- vii. Identify and state all the applicable taxes.
- viii. For your bid to be considered, this Bid Form must be completed.

Having read the Tender documents, Scope of Work and Conditions, we agree to provide the services to successfully complete the Work at the above Tender price subject to any changes that we have previously noted in the Tender.

SUBMITTED BY:

Organization : _____ Signed : _____

_____	Title	:	_____
_____	Date	:	_____
_____	Phone No.	:	_____
_____	Email id	:	_____

2.7. Vinyl Chair Cleaner:

2.8. Cloth Chair Cleaner:

3. List Contracts Currently in Force: