



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 509-2005

**PROVISION OF BUILDING CLEANING SERVICES, LABOUR ONLY, ON AN
HOURLY BASIS AT VARIOUS LOCATIONS**

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PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

B1.1 PROVISION OF BUILDING CLEANING SERVICES, LABOUR ONLY, ON AN HOURLY BASIS AT VARIOUS LOCATIONS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, December 2, 2005.

B2.2 Bid Submissions determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

B3.1 Further to GC.2.01, the Contracts Administrator or an authorized representative will be available at the Site on the dates and times as follows to provide Bidders access to a representative Site:

SECTION	LOCATION	DATE	TIME
C) Pool	999 Sargent Avenue	November 18, 2005	13:00 hours – 13:30 hours
A) Library	500 Salter Street	November 18, 2005	14:00 hours – 14:15 hours
B) Police Station	260 Hartford Avenue	November 18, 2005	14:30 hours – 15:00 hours

B3.2 While attendance is not mandatory, it is highly recommended

B3.3 The Bidder is advised that the Site Meeting includes a walk through and review of the actual Work that needs to be done.

B3.4 Bidders shall familiarize themselves with the locations, extent and purpose of the proposed Work and shall determine for himself/herself the actual conditions and requirements of the Work.

B3.5 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

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

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

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

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

B5. ADDENDA

B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda shortly before Bid Submission Deadline.

B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6. SUBSTITUTES

B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.

B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with

the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.

- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
 - B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative shall base his Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B13.
- B6.9 No later claim by the Contractor for an addition to the Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. BID SUBMISSION

- B7.1 The Bid Submission consists of the following components:
 - (a) Form A: Bid;
 - (b) Form B: Prices.
- B7.2 All components of the Bid Submission shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely in ink, to constitute a responsive Bid.
- B7.3 The Bid Submission shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
 - B7.3.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.4 Bid Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.5 Bid Submissions shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Branch
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B8. BID

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.
- B8.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.
- B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid Submission and the Contract, when awarded, shall be both joint and several.

B9. PRICES

- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 Notwithstanding GC.9.01(1), prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B10. QUALIFICATION

B10.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business;
- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;
- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work;
- (f) employ only Subcontractors who:
 - (i) are responsible and not suspended, debarred or in default of any obligation to the City (a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>); and
 - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba);

B10.2 The Bidder shall be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B10.3 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

B11.1 Bid Submissions will not be opened publicly.

B11.2 Within two (2) Business Days following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B11.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B11.4 The Bidder is advised that any information contained in any Bid Submission may be released if required by City policy or procedures, The Freedom of Information and Protection of Privacy Act (Manitoba), or by other authorities having jurisdiction.

B12. IRREVOCABLE BID

- B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B12.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B13. WITHDRAWAL OF BIDS

- B13.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B13.1.1 Notwithstanding GC.7.06(2), the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:
- (a) retain the Bid Submission until after the Submission Deadline has elapsed;
 - (b) open the Bid Submission to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.
- B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B14. EVALUATION OF BIDS

- B14.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
 - (c) Total Bid Price for Alternative 1 or Total Bid Price per Section for Alternative 2.
- B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements if the interests of the City so require.
- B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid Submission or in other information required to be submitted, that he is responsible and qualified.
- B14.4 Further to B14.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown for Alternative 1 or Alternative 2, Sections A, B on Form B: Prices.

- B14.5 This Contract may be awarded as a whole (Alternative 1) or separately in sections (Alternative 2) as identified on Form B: Prices.
- B14.5.1 Notwithstanding B8.1, the Bidder may, but is not required to, bid on both alternatives, or on any one or more sections in Alternative 2.
- B14.5.2 The City shall not be obligated to award any section to the responsible Bidder submitting the lowest evaluated responsive Bid for that section and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on both alternatives or on all sections in Alternative 2, he shall have no claim against the City if his partial Bid is rejected in favour of an award of the Contract on the basis of an alternative or section upon which he has not bid.

B15. AWARD OF CONTRACT

- B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Bid is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.
- B15.4 Notwithstanding GC.3.01 and GC.3.02, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B15.5 The Contract Documents, as defined in GC.1.01(7), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

C1.1 The *General Conditions for Provision of Services* (Revision 1996 02 05) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for Provision of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for Provision of Services*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of building cleaning services, labour only, on an hourly basis to various locations within the City of Winnipeg for the period as follows:
- (a) Section A, Items No. 1 to 4: January 1, 2006 to December 31, 2008;
 - (b) Section B, Item No. 5: January 1, 2006 to June 30, 2007.
- D2.2 The major components of the Work are as follows:
- (a) Libraries;
 - (b) Civic Offices;
 - (c) Recreational Facilities;
 - (d) Other locations as required.
- D2.3 The Bidder shall note that the purpose of this Bid Opportunity is for "as required" Building Cleaning Services during Civic Staff absences, due to unplanned short-term reasons.
- D2.4 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2005.
- D2.5 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (b) "**C.S.A.**" means the Canadian Standards Association that compiles with the latest edition of standards including amendments and supplements in effect on the date of issue of this Bid Opportunity shall apply to the Work.
- (c) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Debbie Shkolny
Contracts Officer
Corporate Finance Department
Materials Management Division
185 King Street

Telephone No. (204) 986-2249

Facsimile No. (204) 949-1178

D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5. CONTRACTOR'S SUPERVISOR

D5.1 At the pre-commencement meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D6. NOTICES

D6.1 GC.7.06 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

D6.2 GC.7.06 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.

D6.3 Further to GC.7.06, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.4, D6.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.

D6.4 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg
Chief Administrative Officer Secretariat
Administration Building, 3rd Floor

510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174

- D6.5 All notices, requests, nominations, proposals, 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 Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

- D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D8. WORKERS COMPENSATION

- D8.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D9. INSURANCE

- D9.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance.
- D9.2 Deductibles shall be borne by the Contractor.
- D9.3 The Contractor shall provide the Contract Administrator with a certificate of insurance of each policy at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.
- D9.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

D10. SECURITY CLEARANCE

For locations other than Winnipeg Police Facilities

- D10.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence.
- D10.1.1 The Criminal Records Search shall include a Vulnerable Sector Search.
- D10.2 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform Work within City facilities or on private property.
- D10.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work within City facilities or on private property.
- D10.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- D10.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform Work under the Contract within City facilities or on private property.

For Winnipeg Police Facilities

- D10.6 The City will conduct a Security Clearance Check, including but not limited to, banking and medical information, for any individual proposed to perform Work under the Contract at Winnipeg Police Service facilities.
- D10.7 The Contractor shall provide the Contract Administrator with a list of individuals proposed to perform Work under the Contract at Winnipeg Police Service facilities:
- (a) within five (5) Business Days of the Award of Contract; or
 - (b) in the case of additional or replacement individuals during the term of the Contract, at least thirty (30) Calendar Days before each individual is proposed to commence Work at Winnipeg Police Service facilities.
- D10.8 Each individual proposed to perform Work under the Contract at Winnipeg Police Service facilities shall provide:
- (a) A list of names (including maiden names), addresses, dates of birth, telephone numbers and occupations of all immediate family members including stepbrothers, stepsisters, half-brothers and half-sisters, and their spouses, common-law spouses, boyfriends, girlfriends and their family members. The list should be typed in the following format:

John James SMITH	Dob: 45 Aug 24 (father)
123 Anywhere Street	555-5555
Winnipeg, Manitoba	
Mechanic – ABC Industries	

- (b) A list of names, addresses, dates of birth, telephone numbers and occupations of four closest friends. Include information indicating when, where and how they met.
- (c) The name, title or position, and telephone number of the immediate supervisor.
- (d) A list of every past address, including the dates of residence, the names of any persons with whom the residence was shared and the reason for moving.
- (e) Identification:
 - (i) Photocopies of two pieces of identification must be provided;
 - (A) driver's license (with photo); and
 - (B) birth certificate or social insurance card;
 - (ii) photo copies must be legible, signed as true copies and witnessed by contact person stated on Form A: Bid, Paragraph 3;
- (f) A completed Form P-608 05 10 12: Security Clearance Check authorization form, witnessed by contact person stated in Form A: Bid, Paragraph 3;
- (g) A cheque made payable to the City of Winnipeg in the amount of One hundred and eighty dollars (\$180.00).

D10.9 Each individual shall submit the required information, forms and payment in person or by courier to:

Debbie Shkolny
Materials Management
185 King Street, Main Floor
Winnipeg, MB R3B 1J1

- (a) in person;
 - (i) Form P-608 05 10 12 shall be completely filled out; and
 - (ii) the list of names, in accordance with D10.8, shall be completed and placed in an envelope with applicants name and the Bid Opportunity number on the front, sealed and stapled to the Form P-608 05 10 12; or
- (b) by courier;
 - (i) Form P-608 05 10 12 shall be completely filled out; and
 - (ii) the list of names, in accordance with D10.8, shall be completed and placed in an envelope with applicants name and the Bid Opportunity number on the front, sealed and stapled to the Form P-608 05 10 12; and
 - (iii) the completed forms shall then be placed in an envelope, addressed in accordance with D10.9 and couriered;
- (c) within five (5) Business Days of the Award of Contract; or
- (d) in the case of an additional or replacement individual during the term of the Contract, at least thirty (30) Calendar Days before the individual is proposed to commence Work at Winnipeg Police Service facilities.

D10.10 Any individual for whom a satisfactory Security Clearance is not obtained will not be permitted to perform any Work within Winnipeg Police Service facilities.

D10.11 Any Security Clearance obtained thereby will be deemed valid for two years from date of clearance, subject to a repeated Security Clearance Check as hereinafter specified.

D10.12 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require a further Security Clearance Check. Any individual who fails to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check will not be permitted to continue to perform Work under the Contract at Winnipeg Police Facilities.

D11. CHILD ABUSE REGISTRY CHECK

- D11.1 Each paid staff member, full or part-time, proposed to perform Work under the Contract within City facilities or on private property shall be required to obtain a Child Abuse Registry Check from the child protection service having jurisdiction at his/her place of residence.
- D11.2 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator or designate with a Child Abuse Registry Check obtained not earlier than six (6) months prior to the Submission Deadline for each individual proposed to perform Work within City facilities or on private property.
- D11.3 Any individual for whom a Child Abuse Registry Check is not provided, or for whom a Child Abuse Registry Check indicates any abuse related to children, will not be permitted to perform any Work within City facilities or on private property.
- D11.4 Any Child Abuse Registry Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- D11.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Child Abuse Registry Check. Any individual who fails to provide a satisfactory Child Abuse Registry Check as a result of a repeated Child Abuse Registry Check will not be permitted to continue to perform Work under the Contract within City facilities or on private property.

CONTROL OF WORK

D12. COMMENCEMENT

- D12.1 The Contractor shall not commence any Work until he is in receipt of a purchase order authorizing the commencement of the Work.
- D12.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence that the Contractor is in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;
 - (ii) evidence of the workers compensation coverage specified in D8;
 - (iii) evidence of the insurance specified in D9;
 - (iv) the security clearances specified in D10; and
 - (v) the child abuse registry check specified in 0.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D13. ORDERS/ENQUIRIES DURING CONTRACT

- D13.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.
- D13.2 The Contractor shall provide a telephone number at which they may be contacted 24 hours a day, Sunday to Saturday, throughout the year.

D13.3 An answering service is acceptable, provided the Contractor returns calls within fifteen (15) minutes of a message from the City.

D14. RESPONSE TIME

D14.1 Planned Cleaning Service/Projects:

D14.1.1 The Contract Administrator or User will endeavour to provide at least twenty-four (24) hours notice for (ie: Civic employee on vacation; additional cleaning of an area required).

- (a) The Contractor will be provided, from the Contract Administrator or User, a Work Schedule with the dates and times service will be required.

D14.2 Emergency Cleaning Service:

D14.2.1 The Contractor shall:

- (a) have the appropriate personnel and equipment on Site to perform the Work within one and one-half (1 ½) hours of the request for service:
 - (i) The response time shall be the total elapsed time from notification of a required cleaning to the commencement of Work on Site by the Contractor.
- (b) Have their employees available twenty-four (24) hours a day, three hundred and sixty five (365) days a year, during the term of the Contract for various locations within the City.

D14.2.2 If the Contractor fails to attend the Site or fails to return calls in accordance with the aforementioned requirements, the City may cancel the order and obtain services by any means available. A "Defective Work" charge will be applied.

- (a) In this event, the City retains the right to provide alternative service aside from this Contract.

D15. DEFECTIVE WORK

D15.1 A "Defective Work" charge of \$20.00 will be applied for each occurrence when the Contractor has failed to respond to calls from the City within fifteen (15) minutes or when his/her employee fails to attend the Work Site as identified in D14.

D16. RECORDS

D16.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D16.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) User name(s) and addresses;
- (b) order date(s);
- (c) service date(s); and
- (d) description and quantity of services provided.

D16.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

MEASUREMENT AND PAYMENT

D17. INVOICES

- D17.1 Further to GC.9.01 and notwithstanding GC.9.03, the Contractor shall submit an invoice for the Work performed pursuant to each order.
- D17.2 Further to D6.3, the Contractor shall submit invoices to the locations designated at the time of ordering.
- D17.2.1 Table A of these Supplemental Conditions, listing current invoicing addresses, is provided for the convenience of the Contractor only. The City reserves the right to revise locations as required by changes in its operations during the term of the Contract.
- D17.3 Invoices must clearly indicate, as a minimum:
- (a) the City's order number;
 - (b) date(s) of provision of services;
 - (c) location at which service was provided;
 - (d) type and quantity of services provided;
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Contractor's GST registration number.
- D17.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D18. PAYMENT

- D18.1 Further to GC.9.01 and GC.9.03, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

PART E - SPECIFICATIONS

GENERAL

E1. GENERAL

E1.1 These Specifications shall apply to the Work.

E2. SERVICES

E2.1 The Contractor shall perform Work in consecutive order of priority identified in E2.2 as Priority #1 to #5, with #1 being the most important and shall be started and completed first.

E2.2 The Contractor shall perform building cleaning services, labour only, as follows:

E2.2.1 **Priority #1:** Washroom cleaning:

(a) INTERIOR AND EXTERIOR SURFACES:

- (i) clean with germicide detergent; wash basins; toilet seats; bowls and basins, exposed flush tanks; urinals; and plumbing fixtures (including exposed pipes); polished chrome, brass or similar fixtures;
- (ii) use separate and identifiable cleaning cloths for the cleaning of washrooms from other facilities. Toilets and urinals are to be cleaned using separate equipment or cloths.

(b) SANITARY AND WASTE RECEPTACLES:

- (i) remove and empty liners;
- (ii) clean receptacles with germicide detergent; and
- (iii) replace liners.

(c) TOILET TISSUE HOLDERS AND DISPENSERS:

- (i) clean interior and exterior of dispensers with germicidal agent
- (ii) then, restock all toilet tissue holders, soap, sanitary (where applicable, and where supplies are available) and towel dispensers.

(d) FLOORS:

- (i) wet mop floors and wall bases with a non detergent solution;
- (ii) clean floors, wall bases and corners;
- (iii) ensure floor drains are not blocked and no odour emanating from floor drains;
- (iv) machine scrub floors with detergent solution including toilet bases;
 - (A) pour two (2) litres of water into the drain.

(e) MISCELLANEOUS: Partitions, walls, including the enamel surfaces, doors and ledges.

- (i) Spot clean with germicidal cleaner;
- (ii) clean with germicidal cleaner;
- (iii) clean partitions and walls from the bottom up; and
- (iv) clean and polish all mirrors, glass, frames, powder shelves and bright work, including flush meters, piping and toilet seat hinges.

E2.2.2 **Priority #2:** Waste receptacles and/or containers:

- (a) empty all contents;
- (b) remove liners;
- (c) clean both interior and exterior with germicidal detergent;

- (d) replace liner;
- (e) return waste receptacles and/or containers in their correct place; and
- (f) dispose of collected garbage and any recyclables in the designated location.

E2.2.3 Priority #3: General hard-surface floor cleaning:

- (a) hard-surface floor sweeping or dry mopping prior to damp floor mopping;
- (b) floor vacuuming (only upon request);
- (c) stripping wax off floor(s) (only upon request);
- (d) sealing (wax) (only upon request);
- (e) water extraction (upon request);
 - (i) refer to E4.2
- (f) during sloppy winter weather:
 - (i) wet mopping is required on hard surface flooring.

E2.2.4 Priority #4: Carpet and walk-off mat cleaning:

- (a) Vacuuming:
 - (i) move all light furniture, excluding desks, screens and cabinets;
 - (ii) vacuum carpet wall to wall; and
 - (iii) during sloppy weather:
 - (A) vacuum hallways and common areas, entrance walk-off mats and elevators.

E2.2.5 Priority #5: Other related duties, upon request:

- (a) disinfecting;
- (b) dusting;
- (c) polishing;
- (d) wall washing.

Decontamination Cleaning

E2.3 Decontamination cleaning will be required for, but not limited to, holding rooms, showers, elevators, washrooms, if there is any evidence of blood, or other bodily fluids such as, but not limited to, urine, vomit, feces, and must be disinfected with a solution of: 1 (one) part bleach to 9 (nine) parts water.

E3. MATERIALS

E3.1 The City will supply and maintain all the cleaning supplies required for each location.

E3.2 The Contractor shall ensure that supplies at each Site are maintained at adequate levels by requisitioning such supplies from the User.

E3.2.1 The Contractor shall fill dispensers at each Site (including where applicable: lunchrooms, kitchenettes and coffee stations) with the supplies provided by the City:

- (a) liquid hand-soap dispensers;
- (b) paper towels dispensers/holders, and
- (c) paper toilet tissues dispensers/holders.

E3.3 The Contractor may be required to provide their own materials upon request by the User. In this event, the City will reimburse the Contractor for their own materials.

E4. EQUIPMENT

- E4.1 The City will supply and maintain all the equipment required for each location.
- E4.2 Upon request by the Contract Administrator, the Contractor shall supply requested equipment necessary to perform the Work on Site such as: water extraction units, fans and blow-dryers shall be supplied by the Contractor:
- (a) The equipment shall be in first class working condition.
 - (b) The City shall pay the rental cost for such equipment.

E5. GENERAL STANDARDS AND QUALITY OF SERVICE

- E5.1 The Contractor shall ensure that all services expressly described (and reasonably implied in this Contract in the opinion of the Contract Administrator) and materials to be provided meet the optimum standard of workmanship, cleanliness, sanitation, safety and efficiency and shall without limitation:
- (a) ensure that no surfaces are damaged by materials or their application;
 - (b) all residues of cleaning materials, dust and other matter are removed at the completion of each cleaning; and
 - (c) remove all waste/trash resulting from cleaning and deposit in designated bins.

E6. STORAGE

- E6.1 The City of Winnipeg will have designated storage areas for the purpose of storing the City's cleaning materials and equipment to be used by the Contractor during the term of the Contract.
- E6.2 The Contractor shall:
- (a) store materials and equipment in the designated areas only;
 - (b) ensure that all storage areas used by the Contractor are secured so as to be accessible only by authorized personnel of the Contractor and the City;
 - (c) ensure that all equipment and tools are properly cleaned and stored at the end of each cleaning operation in such a manner as not to present any fire hazard or cause any unsanitary or unsafe condition or odour.

E7. SECURITY OF FACILITY

- E7.1 The Contractor shall ensure that at all times when his/her employees or representatives are in the facility that the facility is kept secure from entry by unauthorized persons.
- E7.1.1 Upon leaving the building these employees or representatives of the Contractor shall ensure that all windows and screens are closed and secured, and all entrances to the building are properly locked with alarms set, as required.
- E7.1.2 If security system is to be left in the OFF mode, because a Civic employee is still in the building, the Contractor must first advise the Civic employee that he/she has completed their work and is leaving and secondly inform Central Control at 986-2382 that he/she is leaving the security OFF because a Civic employee is still in the building.
- E7.1.3 Failure by the Contractor to set the alarms, as required, causing the City to dispatch City personnel to set the alarm(s), will result in a \$50.00 Service Fee, per occasion, charged to the Contractor.

E8. NOTIFICATION OF PROBLEMS

E8.1 The Contractor shall immediately notify the City of Winnipeg, Public Works Department, Central Control Office at 986-2382 (24 hour service) if problems or unusual conditions are observed at the Site.

E9. PERSONNEL

E9.1 The Contractor shall ensure that all their employees engaged in the execution of this Contract are experienced janitors and are properly trained in the handling of cleaning materials and equipment in accordance with the "Workplace Hazardous Materials Information System" (WHMIS) legislation, including use and storage of same, according to the Manufacturer's instructions.

E9.2 The City shall keep on the premises in a prominent place within the janitor storage areas, a three-ring binder containing current manufacturers' Material Safety Data sheets for all cleaning products to be used on Site.

E9.3 The Contractor shall supervise their employees and shall ensure that all such employees behave at all times in a manner appropriate to persons in a Civic facility and shall without limitation ensure that all the Contractor's employees:

- (a) are dressed in a clean, neat and respectable manner;
- (b) personal hygiene meets acceptable standards;
- (c) behave in a courteous and polite manner to City personnel and other persons in the facility;
- (d) are careful with all property that is in or a part of the facility;
- (e) do not smoke while on the premises;
- (f) are able to communicate effectively in English; and
- (g) refrain from using profanity.

E9.4 The Contractor shall ensure that all its employees working in these facilities have proper identification in the form of:

- (a) a uniform bearing the name of the company (only).
- (b) A photo identification badge that must be worn at all times while on the premises.

E10. COMMUNICATION

E10.1 The Contractor shall have on the Site, a minimum of one (1) of its employees during the Work, who can receive and carry out written and verbal instructions in English or requests that fall within the Contract requirements, and to effectively relay in a timely manner any which fall outside the Contract requirements, such as flooding, building security problems, plumbing needs, etc.

E10.2 The City will provide to the Contractor's employees performing Work at the Site, a copy of the specific Work. The copy shall be kept in the janitor's storage room for their referral.

E11. CLEANING EXPECTATIONS

E11.1 The Contractor shall fulfil the following requirements listed below:

E11.1.1 Mandatory:

- (a) Liners for all washroom receptacles, whereas separate or special liners shall be utilized for recyclables;

- (b) the use of an effective germicidal detergent and clean cloths.

E11.1.2 General:

- (a) The Contractor is advised that in order to meet the requirements of the Specifications, products, chemicals, supplies or equipment, over and above those specified herein and approved by the Contract Administrator may be required:
 - (i) The City will reimburse the contractor for products, chemicals, supplies of equipment that the Contractor may be required to provide, when requested by the Contract Administrator.
 - (ii) The Contractor is reminded that prior to providing any alternate or additional products, chemicals, supplies or equipment of Site, prior written approval of the Contract Administrator must be obtained.

E11.1.3 The objective of the City and expected results of the building cleaning service performed by the Contractor, shall be the Contractor shall ensure that:

- (a) all surfaces (horizontal and vertical) clean and free of: finger marks, mop and/or detergent streaks, surface stains, water marks, black marks soap scum, mildew/mould; dust, spots, surface stains, loose and caked soil; debris, loose paper, mop strings; odours, cleaning solution, heavy accumulation of finish, spray residue, water spillage, washing line marks, and scars from equipment (hand and/or machine);
- (b) surfaces are clean and bright and in a condition equal to that of the intended finish of the surface, where reasonably possible;
- (c) all rooms are clean, neat and tidy and free of debris; to present an overall attractive appearance of cleanliness;
- (d) no waste or recycle holding containers or baskets are to be placed upon desks or tables during cleaning operations;
- (e) bare hands are not used to handle or sort any waste/recyclables for health and safety reasons;
 - (i) liners are to be removed holding them away from the body.
- (f) When washing both walls and ceilings, wash walls first, then wash the ceilings;
- (g) for floors:
 - (i) care must be taken throughout mopping operation to prevent cleaning solutions from collecting against and under furniture legs and cabinets;
 - (ii) after scrubbing and burnishing, no evidence of improper finish applications to exist;
 - (iii) to clean under furniture and equipment without marring or damaging same; and
 - (iv) all furniture and equipment moved prior to cleaning, must be returned to their original locations.