



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 511-2008

**PROVISION OF BUILDING CLEANING SERVICES AT VARIOUS FACILITIES
(LABOUR ONLY AND BASED ON AN HOURLY BASIS)**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF BUILDING CLEANING SERVICES AT VARIOUS FACILITIES (LABOUR ONLY AND BASED ON AN HOURLY BASIS)

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, December 1, 2008.

B2.2 Bids 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 C3.1, the Bidder may attend a Site Investigation. Attendance is not mandatory, but is highly recommended. The Bidders shall meet on the main floor (front lobby) at each location. Dates and times are as follows:

(a) Site: Community Services – Recreation Services/Special Events – 625 Osborne Street
Date: November 27, 2008
Time: 09:00 hours

(b) Site: Community Services – Community Development & Recreation Services – 2055 Ness Avenue
Date: November 27, 2008
Time: 10:30 hours

B3.2 The Bidder is advised that the site investigation includes a walk-through, review of the floor plans and review of the Work that needs to be done. The site investigations do not include all work locations and is only representative of the nature of the site where the work will be required and representative of the type of service that will be required.

B3.3 The Bidder shall not be entitled to rely on any information or interpretation received at the Site Investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B3.4 Questions raised at the Site Investigation will be recorded and the written answers will be issued as an Addendum to this document.

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 promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B4.4 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.

B4.5 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.

B4.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3.1 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 Division 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 Division internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

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 Contract;
- (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 Contract.

- 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 may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B14.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B7.4 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, may result in the Bid being determined to be non-responsive.
- B7.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.7 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B7.7.1 Samples or other components of the Bid 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.
- B7.8 If the Bid is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.

B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

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 should be printed below such signatures.

B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B9. PRICES

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

B9.1.1 Notwithstanding C11.1.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B9.2 Further to B9.1, each price bid, for each item of the Work for each year **shall cover the minimum hourly wage as determined by the Province of Manitoba, and shall include payroll costs that are legally required under legislation.** Payroll costs shall include the employer's contribution for CPP deductions, Workers Compensation Coverage (WCB), and Employment Insurance.

B9.2.1 For 2009 the total payroll costs that are legally required are determined to be 9.14%, and shall be calculated as follows:

- (i) Canadian Pension Plan – 4.95%;
- (ii) Employment Insurance – $1.4 \text{ (constant)} \times 1.8\% = 2.52\%$;
- (iii) WCB – 1.67% (averaged cost for Janitorial firms);

B9.2.2 The provincial minimum wage can be found at:
<http://www.gov.mb.ca/labour/labmgt/resbr/wages/histmin.html>

B9.3 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.

B9.4 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9.5 Prices from Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

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

B10.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

B10.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B10.5 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 Following the Submission Deadline, the names of the Bidders and their 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 Division 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 Division internet site at <http://www.winnipeg.ca/matmgt>.
- B11.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

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 C22.5, 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 will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
 - (b) open the Bid 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 B10.1 (pass/fail);
- (c) Total Bid Price
- (d) economic analysis of any approved alternative pursuant to B6.

- B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- 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 or in other information required to be submitted, that he is responsible and qualified.
- B14.4 Further to B14.1(c), and B9.2, the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item, for each year, shown on Form B: Prices.
- B14.5 This Contract will be awarded as a whole.

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 in accordance with B14.
- B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.
- B15.4 Notwithstanding C4.1 and C4.2, 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 C1.1(n), 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

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.
- C0.1.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix "**C**" designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of building cleaning services at various facilities within the City of Winnipeg (labour only, and on an hourly basis).

D2.2 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, 2009.

D2.3 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or add or delete locations, or upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D2.4 Further to C11.3, if the minimum wage in the Province of Manitoba increases during the Contract, the City will adjust the hourly rate by the legislated increase plus the payroll costs on that legislated increase.

D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "**C.G.S.B**" means the Canadian General Standards Board that complies with the latest edition of standards including amendments and supplements in effect on the date of issue of this Specification shall apply to the Work;
- (b) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (c) "**W.C.B.**" means the Workers Compensation Board.
- (d) "**Representative Site**" means a site which is similar in nature to the site where the work will be required, and similar in the type of service that will be required.
- (e) "**Course of the Work**" means ordinary course of business; conduct of business within normal commercial customs and usages.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Mr. Larry Giesbrecht
Supervisor of Building Operation Services
Planning, Property and Development Department
Building Services Division, 100 Main Street
Winnipeg MB.
R3C 1A4

Telephone No. (204) 794-4423
Facsimile No. (204) 986-7311

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 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.

D5.2 Before commencement of Work, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

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

D6. NOTICES

D6.1 Notwithstanding C22.3, 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 Financial Officer
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174

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. INSURANCE

D8.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work;
- (c) maintain and pay for an Employee Dishonesty Bond in an amount of not less than ten thousand dollars (\$10,000.00) covering all of the Contractor's employees, agents, and subcontractors involved in providing the services, for any direct loss of money or other property caused by a fraudulent or dishonest act, or acts, of the Contractor, Contractor's

employees, agents or subcontractors. The Contractor is to provide a certified true copy of the bond, satisfactory to the Contract Administrator, prior to commencement of Work.

D8.2 Deductibles shall be borne by the Contractor.

D8.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D8.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D8.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D9. PERFORMANCE SECURITY

D9.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of ten percent (10%) of Year 1 of the Contract Price; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of ten percent (10%) of Year 1 of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of ten percent (10%) of Year 1 of the Contract Price.

D9.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D9.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

D10. SECURITY CLEARANCE

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.

D10.2 The Criminal Record Search shall include a Vulnerable Sector Search. This can be obtained by completing and providing the following in person to the Winnipeg Police Service Division 30 Clerk at Main Floor, 151 Princess Street:

- (a) Form P-612 Check the following boxes: Vulnerable Sector; and Other by inputting the Bid Opportunity Number in the space provided. This form can be found on the website at:

www.winnipeg.ca/police/BPR/forms/Criminal_Record_Check_P612.doc

- (i) Individuals will need to state in Section 2 of the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- (ii) Individuals will need to sign and date Section 3 of the form.

- (b) Two (2) pieces of identification as stated in Bureau of Police Records on the website at: www.winnipeg.ca/police/BPR/id.stm
 - (c) Fee for each individual applying for a Criminal Record Search. Fee schedule can be found on the website at: www.winnipeg.ca/police/BPR/fees.stm
- D10.2.1 The original Criminal Record Search Certificate (Form P-253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Criminal Record Search Certificate (Form P-253) to the Contract Administrator.
- D10.3 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 the Work.
- D10.4 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.
- D10.5 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.
- D10.6 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 any Work.

CONTROL OF WORK

D11. COMMENCEMENT

- D11.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D11.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the insurance specified in D8;
 - (iv) the performance security specified in D9; and
 - (v) the security clearances specified in D10.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
 - (c) Materials Safety Data Sheets for all products proposed to use at City of Winnipeg locations.

D12. ENQUIRIES DURING CONTRACT

- D12.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which enquiries for service may be placed.

- D12.2 The Contractor shall provide a telephone number or a toll-free telephone number at which they may be contacted between the hours of 06:00 and 24:00 Sunday to Saturday throughout the year.
- D12.3 An answering service is acceptable, provided the Contractor returns calls within fifteen (15) minutes of a message from the City.

MEASUREMENT AND PAYMENT

D13. INVOICES

- D13.1 Further to C22.2, the Contractor shall submit monthly invoices to:
The City of Winnipeg
Planning, Property & Development
Financial Services Branch
100 Main Street, Main Floor
R3C 1A4
Attention: Accounts Payable
- D13.2 A separate invoice must be submitted for each location.
- D13.3 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.
- D13.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D14. PAYMENT

- D14.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D14.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

FORM H1: PERFORMANCE BOND
(See D9)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

BID OPPORTUNITY NO. 511-2008

PROVISION OF BUILDING CLEANING SERVICES AT VARIOUS FACILITIES (LABOUR ONLY AND BASED ON AN HOURLY BASIS)

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

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

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

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

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

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

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

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

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

(Date)

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

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

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.
- E1.3 This Contract may require services at multiple facilities, on the same day, including the following location types:
- (a) libraries;
 - (b) civic offices;
 - (c) recreational facilities;
 - (d) other locations as required.
- E1.3.1 The location(s) where the work is required may change from request to request.

E2. WORK TO BE COMPLETED ACCORDING TO PRIORITY

Priority range is between 1 - 5 (1 represents the most important and shall be completed first):

- E2.1 **Priority 1:** Washroom cleaning shall include the following:
- (a) Interior and Exterior Surfaces:
 - (i) shall be cleaned with germicide detergent;
 - (ii) wash basins; toilet seats; bowls and basins, exposed flush tanks; urinals; and plumbing fixtures (including exposed pipes); polished chrome, brass or similar fixtures;
 - (iii) toilets and urinals are to be cleaned using separate equipment or cloths, and separate and identifiable cleaning cloths shall be used for the cleaning of washrooms from other facilities.
 - (b) Sanitary and Waste Receptacles:
 - (i) remove and empty liners;
 - (ii) clean receptacles with germicide detergent;
 - (iii) replace liners.
 - (c) Toilet Tissue Holders and Dispensers:
 - (i) clean interior and exterior of dispensers with germicidal agent;
 - (ii) restock all toilet tissue holders, soap, towel dispensers (and sanitary dispensers where applicable and where supplies are available).
 - (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 emanates from floor drains;
 - (iv) machine scrub floors, and toilet bases with detergent solutions.
 - (e) Miscellaneous Partitions, walls, including the enamel surfaces, doors and ledges:
 - (i) clean partitions and walls from the bottom up;
 - (ii) clean and polish all mirrors, glass, frames, powder shelves and bright work, including flush meters, piping and toilet seat hinges.
- E2.2 **Priority 2:** Cleaning of waste receptacles and/or containers shall include:

- (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 to their correct location;
- (f) dispose of collected garbage and any recyclables to its designated location.

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

- (a) hard surface floor sweeping or dry mopping, prior to damp floor mopping;
- (b) floor vacuuming - upon request;
- (c) stripping wax from floor - upon request;
- (d) sealing and/or waxing - upon request;
- (e) water extraction in accordance with E5.12, upon request;
- (f) during sloppy winter weather wet mopping is required on hard surface flooring.

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

- (a) move all light furniture, excluding desks, screens and cabinets;
- (b) vacuum carpet wall to wall;
- (c) during sloppy weather vacuum hallways and common areas, entrance walk-off mats and elevators.

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

- (a) disinfecting (the use of effective germicidal detergent and clean cloths);
- (b) dusting;
- (c) polishing;
- (d) wall washing.

E3. DECONTAMINATION CLEANING

E3.1 Decontamination cleaning shall be required where there is any evidence of blood or other bodily fluids (urine, vomit, feces, etc.) to any room (including showers, elevators). Affected areas shall be disinfected with a solution of one part bleach to nine parts water (1:9).

E4. CITY'S RESPONSIBILITY (PLANNED/EMERGENCY CLEANING, & PROCESS/GENERAL STANDARDS)

E4.1 In all cases, the Contract Administrator will provide the Contractor with details regarding access to the Work facility.

Planned Cleaning

E4.2 The Contract Administrator or designate will endeavour to provide at least twenty-four (24) hours notice to the Contractor.

E4.3 The Contract Administrator will provide the Contractor with a work schedule showing dates and times service will be required. This schedule will include the number of labour hours required.

Emergency Cleaning

E4.4 The Contract Administrator may require the contractor to attend the Work site within 1½ hours of the request.

- E4.4.1 The Contract Administrator or designate will provide the Contractor with the location of the Work, number of hours required for the Work, and times required for the Work.
- E4.5 If the Contractor fails to attend the site or fails to return calls, the Contract Administrator or designate may cancel a request for service and obtain services through an alternate provider. A \$50.00 "Defective Work" charge will be charged to the Contractor for each failed attendance.

Process and General Standards

- E4.6 The Contract Administrator shall provide the Contractor with a copy of the specific Work required for each site. A copy will also be located in the site janitor's storage room for the Contractor's referral.
- E4.7 The Contract Administrator shall provide the current manufacturers' Material Safety Data sheets for all cleaning products, on site, in a binder specifically marked M.S.D.S. in each area where chemicals are stored or dispensed .
- E4.8 The Contract Administrator shall supply and maintain all the cleaning supplies required for each location, which will be stored in designated areas.
- (a) The Contract Administrator shall ensure all chemical containers are label identified with product name, safety and first aid instruction in accordance with current Workplace Hazardous Material Information Systems (W.H.M.I.S.), whether in their original purchase container, or if they have been transferred to a smaller or larger dispensing container;
 - (i) The Contractor shall advise the Contract Administrator of products found on Site that have no M.S.D.S.
- E4.9 The Contract Administrator or the designate shall supply and maintain the equipment required for each location (including but not limited to polishers, mops, pails, vacuums) which will be stored in the designated location.

E5. CONTRACTOR'S RESPONSIBILITY (PLANNED/EMERGENCY CLEANING, & PROCESS/GENERAL STANDARDS)

Further to D13.2, the Contractor shall provide the Contract Administrator with a toll free number.

Planned Cleaning

- E5.1 The Contractor's planned cleaning schedule shall be provided In accordance with E4.2.

Emergency Cleaning

- E5.2 Once contacted, the Contractor shall have the appropriate personnel and equipment on-site to perform the Work, which may be required within one and one-half (1½) hours of a call for request for service.
- E5.3 The Contractor shall be available to undertake the Work of this contract 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.

Process / General Standards

- E5.4 The response time shall be the total elapsed time from notification of a required cleaning via telephone call to the Contractor, to the commencement of Work (at the site) by the Contractor.
- E5.5 The Contractor shall ensure that:
- (a) a minimum of 1 of its employees on site can receive and carry out written and verbal instructions, in English, during the course of the Work.
 - (b) no furniture or equipment is damaged during the course of the work, by either materials or their application.
 - (c) cleaned surfaces are free of residues, dust or other contaminants, including:

- (i) 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);
 - (d) dispensers at each site are filled, including:
 - (i) dispensers located in lunchrooms, kitchenettes, and coffee stations
 - (ii) paper toilet tissues dispensers/holders.
 - (iii) liquid hand-soap dispensers;
 - (iv) paper towels dispensers/holders.
 - (e) all rooms are clean, neat and tidy and free of debris; to present an overall attractive appearance of cleanliness;
 - (f) when washing walls and ceilings, walls are washed first, then ceilings;
 - (g) cleaning solutions from mopping do not collect against and/or under furniture legs and cabinets;
 - (h) no evidence of improper finish applications exists after scrubbing and burnishing floor(s);
 - (i) any furniture and equipment moved prior to cleaning, is returned to the original location.
 - (j) waste/trash resulting from cleaning shall be disposed of in the appropriate receptacles
 - (k) no waste or recycle containers or baskets are to be placed upon desks or tables during cleaning operations;
 - (l) cleaning shall comply with Health and Safety standards (including cleaning from 1 surface area to another. Latex gloves shall be worn when disinfecting surfaces (particularly toilets and decontamination sites), and shall not be worn when contacting on other fixtures or handles after that.
- E5.6 The Contractor shall supply water extraction units, fans and/or blow-dryers if requested by the Contract Administrator.
- (a) The Contract Administrator shall reimburse the Contractor for the applicable rental cost for such equipment.
 - (b) The equipment shall be in acceptable working condition.
- E5.7 The Contractor shall ensure that all equipment and tools are properly cleaned and stored at the end of each daily cleaning operation in such a manner as not to present any fire hazard or cause any unsanitary or unsafe condition or odour.
- E5.8 Designated storage areas for the purpose of storing the cleaning materials and equipment used by the Contractor, shall be made available during the term of this Contract. The Contractor shall ensure the designated storage area is secured in accordance with the following:
- (a) store materials and equipment in the designated areas only;
 - (b) ensure that all storage areas used by the Contractor are secured and accessible only to authorized personnel of the Contractor and the City.

Defective Work

- E5.9 The Contractor shall respond to a call for service within fifteen (15) minutes. A "Defective Work" charge of \$50.00 (fifty dollars) will be applied each occurrence the Contractor fails to respond to a call for service and/or when the Contractor fails to attend the Work Site.

Supplies / Chemicals

- E5.10 The Contractor shall ensure that supplies at each site are maintained at adequate levels by requisitioning such supplies from the Contract Administrator.

- E5.11 The Contractor shall ensure all chemical containers are label identified with product name, safety and first aid instruction in accordance with current Workplace Hazardous Material Information Systems (W.H.M.I.S.), whether in their original purchase container, or if they have been transferred to a smaller or larger dispensing container.
- E5.12 The Contractor shall ensure the current manufacturers' Material Safety Data sheets for all cleaning products, on site, remain in a binder specifically marked M.S.D.S. in each area where chemicals are stored or dispensed.
- E5.13 Written approval shall be obtained from the Contract Administrator prior to using a product that does not have a current M.S.D.S. The written approval to use the product shall be kept in the M.S.D.S. binder referred to in E5.13.
- E5.14 If the Contractor is required to utilize or purchase their own supplies, the supplies shall be in accordance with E5.12 - E.5.14, and must meet "Canadian General Standards Board" (CGSB) specifications. The Contractor shall submit the expense to the Contract Administrator for reimbursement.
- (i) The City may periodically take samples of cleaning materials for analysis by an independent laboratory to ensure uniform quality of materials during the term of the Contract.
 - (ii) The cost of the laboratory analysis will be borne by the City, except when the analysis indicates that the materials are not as specified or approved, in which case the cost of the laboratory analysis will be borne by the Contractor.
 - (iii) The City will notify the Contractor in writing if any materials, based on the analysis, do not meet the original specifications of this Contract.

Security

- E5.15 The Contractor shall immediately notify the City of Winnipeg - Planning, Property and Development Department - **Central Control Office at 986-2382 (a 24 hour service)** if problems or unusual conditions are observed at the Site (including flooding, building security problems, plumbing requirements etc.).
- E5.16 The Contractor shall ensure that City premises are kept secure from entry by unauthorized persons during the course of the Work.
- E5.17 The Contractor shall ensure that the facility windows and screens are closed and secured, and all entrances to the building are properly locked with alarms set (as required), upon leaving the building.
- E5.18 If a Civic employee remains in the building when the Contractor is leaving, the Contractor shall:
- (a) leave the security system in OFF mode;
 - (b) advise the civic employee they are leaving; and
 - (c) inform Central Control at 986-2382 (that they are leaving; that a civic employee remains in the building, and that the security is OFF).
- E5.19 Notwithstanding E5.21, if the City must dispatch personnel to re-set the alarm because the contractor has failed to set the alarm when exiting, a \$50.00 service fee will be levied to the Contractor.

Contractor Supervisor and Contractor Personnel

- E5.20 Further to D5., The Contractor shall appoint 1 Supervisor who will be the main contact for the Contract Administrator.
- E5.20.1 The Supervisor shall attend each new site, at which time they will receive instruction for the Work required including the hours required for the Work.
- E5.20.2 For subsequent Work at that site, the Supervisor will be sent a fax that will give direction on the Work that will be required at the site, and It shall be the Supervisor's responsibility to familiarize the employee who will attend the site, with the Work details
- E5.20.3 Access to facilities shall be in accordance with E4.1.
- E5.21 Personnel undertaking the work shall be experienced janitors, and properly trained in the handling of cleaning materials and equipment, in accordance with the "Workplace Hazardous Materials Information System" (WHMIS) legislation. Personnel shall also ensure that storage of cleaning materials and equipment is in accordance with the Manufacturer's instructions.
- E5.22 The Contractor shall ensure that each individual undertaking the Work shall:
- (a) have a uniform bearing the name of the company (no other logos permitted).
 - (b) have a photo identification badge, that must be worn at all times while on the premises.
 - (c) be dressed in a clean, neat and respectable manner;
 - (d) ensure personal hygiene meets acceptable standards;
 - (e) behave in a courteous and polite manner to City personnel and other persons in the facility;
 - (f) not smoke while on the premises;
 - (g) refrain from using profanity.
- E5.22.1 Only employees of the Contractor shall be authorized to be on the site.