



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 68-2010**

**PROVISION OF BUILDING CLEANING SERVICES AT 552 PLINGUET STREET**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF BUILDING CLEANING SERVICES AT 552 PLINGUET STREET

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time April 20, 2010.

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 shall attend a Site Investigation in accordance with B3.5. Attendance is mandatory, and the Bid of any Bidder not having attended will be rejected on the basis that it is non-responsive.

B3.2 The Bidder is advised that the Site Investigation includes a walk-through, review of the floor plans and the Work that needs to be done.

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.

B3.5 Further to B3.1, Bidders shall attend on either of the following two dates:

(a) Site: 552 Plinguet Street – Main Floor – New Building  
Date: April 7, 2010  
Time: 1:30 P.M.

or

(c) Site: 552 Plinguet Street – Main Floor – New Building  
Date: April 13, 2010  
Time: 1:30 P.M.

### **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 0 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 website at <http://www.winnipeg.ca/matmgt/bidpop.asp>

B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website 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 B15.
- 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.
- B6.10 Notwithstanding B6.2 to B6.9 and in accordance with B7.5, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B15.1(a).

## **B7. BID SUBMISSION**

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices.
  - (c) Technical Plan – which shall be submitted no later than noted in B10.6
- 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, will be evaluated in accordance with B15.1(a).
- 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 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; 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 website 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.

B10.6 Further to B7. and B11., the Bidder shall submit their Technical Plan within two (2) Business Days of a request by the Contract Administrator.

## **B11. TECHNICAL PLAN**

Bidders are advised to address each area in sufficient depth to show clearly how effectively the Work could be done. All bidders are requested to submit the following information in support of meeting the evaluation criteria, and it is recommended that the Technical Plan be submitted following the format below which should include, but not be limited to information requested in clauses B11.1 to B11.6:

### **B11.1 Organization & Management**

Provide the following information to demonstrate the Bidder shall assign the staff necessary to perform the services as outlined in the Specifications Statement of Work:

B11.1.1 Bidder's Organization:

- (a) An organization Chart for the Bidder.

- (b) Key personnel, position title, assigned roles and responsibilities, and length of time with the Bidder.
- (c) Team proposed to be assigned to this Contract, including the number of superintendents/supervisors, day cleaners, evening cleaners and weekend cleaners that would be utilized to carry out the services of this contract.

**B11.1.2 Organizational Monitoring of Staff:**

- (a) A detailed description of the Bidder's intended methods to supervise and monitor the staff to ensure the work performance adheres to the quality standards specified in this bid opportunity. This should include the number of hours for the working supervisor(s).
- (b) A contingency plan to be followed if employee performance is deemed below quality standards by its senior personnel.
- (c) A detailed description of how the Bidder's organization would identify the factors that would indicate that an on-site supervisor is not performing duties adequately, and what the organization would remedy the situation.

**B11.1.3 Absenteeism of Staff:**

- (a) A detailed description of how the Bidder would remedy the quality of diminished janitorial services due to a high level of their employee absenteeism (staffing approach).

**B11.2 Health & Safety**

Provide the following information to demonstrate the Bidder shall adhere to all health and safety measures pertaining to accident prevention and fire hazards recommended by National and Provincial codes and/or prescribed by the authorities having jurisdiction concerning the equipment, work habits, and procedures:

**B11.2.1 Programs:**

- (a) A detailed description of the Health and Safety Program or practices currently in place, including training and monitoring of staff assigned to perform operations such as use of chemicals, use of equipment (etc), and the number of employees trained in specific programs.

**B11.2.2 Health and Safety Training:**

- (a) Provide the type of training each proposed employee has completed (eg. Health and Safety, SHMIS, First Aid, other).

**B11.2.3 Emergency Cleanups:**

- (a) A detailed plan for the response to emergency cleanups (eg. bodily fluids spills).

**B11.3 Materials & Equipment**

Provide the following information to demonstrate the Bidder shall supply all equipment, materials, and products required to carry out the services as outlined in the Specifications Statement of Work:

**B11.3.1 Equipment List:**

- (a) A list of mechanical equipment the Bidder will have available to carry out the services. (including make, model, age of equipment, and quantity of each type of equipment proposed).

**B11.3.2 Materials and Products List:**

- (a) In accordance with E2, a list of materials and products including the brand name & manufacturer.
- (b) The bidder shall be prepared to submit verification consisting of manufacturers' product labels, manufacturers' technical bulletins, independent laboratory tests, or equivalent documentation evidencing that all materials proposed to be used meet or

exceed the specified Canadian General Standards Board (CGSB) standards within 48 hours of a request by the Contract Administrator.

- (c) The use of materials and products considered environmentally friendly is indicated at the Green Seal web site <http://www.greenseal.org>. If proposing environmental products, please include the environmental certification.

#### **B11.4 Quality Assurance**

Provide the following information to demonstrate the bidder's quality standards shall be effective to meet the requirements of the Specifications Statement of Work:

##### **B11.4.1 Quality Assurance (QA) Program:**

- (a) A detailed description of the bidder's QA program, including employee involvement.

##### **B11.4.2 Quality Assurance Training:**

- (a) A description of internal and external QA training the bidder's employees receive.

##### **B11.4.3 Resolution of Problems:**

- (a) A detailed description of the process the Bidder proposes, to resolve contentious issues related to the quality of services.

#### **B11.5 Bidder's Experience and Past Performance**

Provide the following information to demonstrate the Bidder shall have the ability to carry out and manage the responsibilities of the Work as outlined in the Specifications Statement of Work:

##### **B11.5.1 Evidence of the Bidder's experience and past performance will be assessed on the submission of two (2) contracts or projects rendered for at least six (6) consecutive months within the past three (3) years, wherein the range of janitorial services provided are comparable to those described in this Bid Opportunity. References may be a combination of government and/or other industry contracts, and must be verifiable.**

- (a) only references up to the identified limit will be assessed. If the referenced project has not occurred within the past three years it will not be assessed. Each reference should address:
  - (i) Name of Client organization or company;
  - (ii) Name, title, telephone number and/or facsimile number of contact;
  - (iii) Provide a detailed description of Project or Contract;
  - (iv) Approximate size in square feet of the cleanable area of the project/contract;
  - (v) Location of the project or contract;
  - (vi) Dollar value of the project or contract;
  - (vii) Performance period of the project or contract.

#### **B11.6 Supervisor's Expertise and Experience**

Provide the following information to demonstrate the Bidder's supervisors shall have the expertise to effectively supervise the work outlined in the Specifications Statement of Work:

##### **B11.6.1 A list of the supervisors who would be assigned to the Work, including the name and number of years of experience as supervisors in janitorial services.**

##### **B11.6.2 Evidence each Supervisor's experience and past performance will be assessed on the submission of two (2) contracts or projects rendered for at least six (6) consecutive months within the past three (3) years, wherein the range of supervisory experience provided is comparable to that described in this Bid Opportunity. Experience may be a combination of government and/or other industry contracts, and must be verifiable.**

- (a) only references up to the identified limit will be assessed. If the referenced project has not occurred within the past three years it will not be assessed. Each reference should address:
  - (i) Name of Client organization or company;

- (ii) Name, title, telephone number and/or facsimile number of contact;
- (iii) Provide a detailed description of Project or Contract;
- (iv) Approximate size in square feet of the cleanable area of the project/contract;
- (v) Location of the project or contract;
- (vi) Dollar value of the project or contract;
- (vii) Performance period of the project or contract.

## **B12. OPENING OF BIDS AND RELEASE OF INFORMATION**

- B12.1 Bid Submissions will not be opened publicly.
- B12.2 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 website at <http://www.winnipeg.ca/matmgt>
- B12.3 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 website at <http://www.winnipeg.ca/matmgt>
- B12.4 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.

## **B13. IRREVOCABLE BID**

- B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B13.2 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.

## **B14. WITHDRAWAL OF BIDS**

- B14.1 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.
- B14.1.1 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.
- B14.1.2 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.
- B14.1.3 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 B14.1.3(b), declare the Bid withdrawn.
- B14.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B13.2 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.

## **B15. EVALUATION OF BIDS**

B15.1 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, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10.1 (pass/fail);
- (c) Total Bid Price 30 pts.;
- (d) Technical Plan in accordance with B11 70 pts.;
- (e) economic analysis of any approved alternative pursuant to B6;

B15.2 Further to B15.1(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.

B15.3 Further to B15.1(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.

B15.4 Further to B15.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each Section, each item, and for each year shown on Form B: Prices.

B15.5 Further to B15.1(d), a total of 70 points shall be distributed to the following:

- (a) B11.1- Organization & Management 19 pts.;
- (b) B11.2 - Health & Safety 11 pts.;
- (c) B11.3 - Materials & Equipment 6 pts.;
- (d) B11.4 - Quality Assurance 10 pts.;
- (e) B11.5 - Bidder's Experience and Past Performance 14 pts.;
- (f) B11.6 - Supervisor's Experience and Past Performance 10 pts.;

B15.6 This Contract will be awarded as a whole.

## **B16. AWARD OF CONTRACT**

B16.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B16.2 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.

B16.2.1 Without limiting the generality of B16.2, 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.

- B16.3 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 B15.
- B16.3.1 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.
- B16.4 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.
- B16.5 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 website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- 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 the provision of building cleaning services at 552 Plinguet Street, for the main building, the old building, and the sewer building, for a 2 year period from May 9, 2010 to May 8, 2012.

D2.1.1 The City may elect to extend the Contract for five (5) mutually agreed upon one (1) year extensions.

- (a) 3 months prior to the expiry date of the initial term of the contract, the City will provide written notice of its intention to extend, and fees for the additional year shall be negotiated at that time.

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, 2010.

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.

#### 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.

#### D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:  
Mr. David Murdoch, P. Eng.  
Process Improvement Engineer  
Water Services Division  
Water and Waste Department  
552 Plinguet Ave.  
Winnipeg MB R2J 0G1  
  
Telephone No. (204) 986-7577  
Facsimile No. (204) 986-7576

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.
- (a) Two (2) pieces of identification as stated in Bureau of Police Records on the website at: [www.winnipeg.ca/police/BPR/id.stm](http://www.winnipeg.ca/police/BPR/id.stm)
  - (b) 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](http://www.winnipeg.ca/police/BPR/fees.stm)
- D10.1.1 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.
- D10.2 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 the Work.

- 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.
- 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 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:  
City of Winnipeg  
Water and Waste Department  
112-1199 Pacific Avenue  
Winnipeg MB R3E 3S8  
Attention: Accounts Payable
- D13.2 Invoices must clearly indicate, as a minimum:
- (a) the City's Contract 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.

D13.3 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.

**WARRANTY**

**D15. WARRANTY**

D15.1 Notwithstanding C12, the warranty period for the Work performed shall begin on the date of Total Performance and shall expire two (2) months thereafter unless extended pursuant to C12.3, in which case it shall expire when provided for thereunder.

**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. 68-2010

PROVISION OF BUILDING CLEANING SERVICES AT 552 PLINGUET STREET

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)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT  
(PERFORMANCE SECURITY)  
(See D9)**

\_\_\_\_\_  
(Date)

The City of Winnipeg  
Internal Services Department  
Legal Services Division  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 68-2010

PROVISION OF BUILDING CLEANING SERVICES AT 552 PLINGUET STREET

Pursuant to the request of and for the account of our customer,

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

\_\_\_\_\_ Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

\_\_\_\_\_  
(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

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 AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 The Contractor shall not undertake any renovation, alteration, or modification to City premises without written permission from the Contract Administrator.
- E1.3 The Contractor shall ensure that all provisions of the Employment Standards Code, C.C.S.M. c.E110 in respect to Wages, hours of Work and Conditions of Employment are adhered to.
- E1.4 The City may periodically take samples of cleaning materials for analysis by an independent laboratory to ensure uniform quality of materials, consistent with the specifications, during the term of the Contract.
- (a) 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.
- (b) The City will notify the Contractor in writing if any materials, based on the analysis, do not meet the original specifications of this Contract.
- E1.5 The Contractor shall use only such materials as specified herein or such other materials as shall be approved from time to time by the Contract Administrator, during the term of the Contract.
- E1.6 The Contractor shall notify the Contract Administrator of any errors in the specifications, or of any differences from what is indicated in these specs and what is possible, so that adjustments can be made to these specifications.
- E1.7 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with
- E1.8 The following are applicable to the Work for 552 Plinguet Street

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
0552PG01.DWG	Main Building
0552PG01.DWG	Old Building
0552PG01.DWG	Sewer Building & Hydrant Shop Bathroom

#### E2. CGSB AND APPROVED PRODUCTS

- E2.1 The Contractor shall ensure that all materials used meet "Canadian General Standards Board" (CGSB) specifications as listed below, and products used comply with the Approved Products lists.

##### CGSB

- |   |  |
|---|--|
| (a) CAN/CGSB-2.1-96                           | Skin Cleaning Lotion, Type 1                     |
| (b) CAN/CGSB-2.46-95                          | Toilet Bowl and Urinal Cleaning Compound, Type 1 |
| (c) CAN/CGSB-2.55-97                          | Glass Cleaner                                    |
| (d) CAN/CGSB-2.60-92 and Amendment (Apr 1995) | Remover for Water-Emulsion Floor Polish and Wax  |
| (e) CAN/CGSB-2.107-92                         | General Purpose Built Liquid Detergent           |
| (f) CAN/CGSB-2.160-95                         | General Purpose, Germicidal Detergent, Type 3    |
| (g) CAN/CGSB-2.180-94                         | Carpet and Upholstery Shampoo                    |
| (h) CAN/CGSB-25.3-92                          | Buffable, Water-Emulsion Floor Wax               |
| (i) CAN/CGSB-25.10-96                         | Furniture Polish, Type 1                         |

**E3. SCHEDULE OF WORK**

Old Building:	Sunday through Saturday	between 6:00pm and Midnight
Sewer Building:	Sunday through Saturday	between 6:00pm and Midnight
Main Building (management office)	Monday through Friday	between 6:00pm and Midnight
Main Building (all other areas)	Sunday through Saturday	between 6:00pm and Midnight

**E3.1 552 Plinguet Street - Main Building:**

- (a) Emergency Services, clerical, foreman & supervisor's offices, and management offices;
- (b) Lunchroom, washrooms, locker rooms and hallways;
- (c) Mechanical and electric utility rooms.

**E3.2 552 Plinguet Street - Old Building:**

- (a) Locker/Washroom;
- (b) Hallways,
- (c) Training Area.

**E3.3 552 Plinguet Street - Sewer Building:**

- (a) Lunchroom;
- (b) Locker/washroom;
- (c) Hydrant Shop Washroom.

**E4. HOLIDAYS OBSERVED**

- E4.1** Cleaning services will be required on every day of the year except Christmas Day - December 25.

**E5. STATEMENT OF WORK – INTERIOR OF BUILDING – DAILY**

The Contractor shall ensure the following:

**E5.1 WASTE RECEPTACLES:**

- (a) Collect and empty individual waste bin contents into the large metal garbage bin located behind the main building.;
- (b) Remove liners in waste receptacles;
- (c) Clean both interior and exterior with germicidal detergent;
- (d) Replace liner in waste receptacles;
- (e) Return receptacles and/or containers in their correct place;

**E5.2 RECYCLING BINS**

- (a) Individual recycling bins are spot-cleaned daily;
- (b) The contractors empties the Individual recycling bins into a collection container which is then emptied into the large wheeled recycling bins located in the garage

**E5.3 LEDGES AND APPURTENANCES**

Ledges and appurtenances including doors, frames, trims, mouldings, radiators, grills, equipment/fixtures made of glass, vinyl, wood and metal.

- (a) Spot clean with germicidal cleaner as required
- (b) Radiators in the old building dusted and wiped clean.

**E5.4 RESILIENT AND NON-RESILIENT FLOORS:**

Including vinyl, corlon, mondo, terrazzo, ceramic, quarry, concrete & non-slip.

- (a) Wash floors with neutral detergent.
- (b) A water soluble dry mop treatment may be used for dust mopping, however, the electrostatic type which does not require any treatment is preferred.
- (c) An effective free rinsing detergent solution shall be used for damp/wet mopping.
- (d) Wipe all surfaces of corners, bases and equipment with spray residue.

**E5.5 CARPETED AREAS, INCLUDING MATS:**

- (a) Dust/damp mop "carpet saver" mats;
- (b) Vacuum and spot clean carpets, rugs;
- (c) Vacuum carpet wall to wall;

**E5.6 DOORS, WOODWORK, GLASS PARTITIONS, AND INTERIOR GLASS:**

- (a) Spot clean and remove smudges (with neutral detergent);

**E5.7 WALLS (and other fixtures and fittings attached to walls):**

- (a) Spot clean with neutral detergent.

**E5.8 WINDOWS/PLEXIGLASS:**

Including frames, sashes, sills and mouldings.

- (a) Emergency Services Dispatch Office interior and exterior, clean both sides entrance glass/interior glass, entrance sidelights, plexiglas surfaces, and perimeter window.
- (b) Everywhere else, spot clean all interior glass/plexiglas surfaces.

**E5.9 MAIN BUILDING WAITING AREA TELEPHONE AND FURNISHING:**

- (a) Clean surfaces with germicidal detergent;

E5.10 KITCHEN / LUNCHROOM FACILITIES:

- (a) Damp-wipe clean with germicidal detergent - all coffee stations; kitchen counters; sinks; and exterior of appliances (fridge, stove, microwave, dishwashers).

E5.11 WATER FOUNTAINS

- (a) Clean with germicidal detergent;
- (b) Clean walls and floors around the drinking fountains with germicidal detergent.

E5.12 WASHROOM FACILITIES:

washrooms and other areas where sinks/dispensers are installed:

- (a) Ensure that no water is dumped in any toilet, urinal or floor drain, other than where specially permitted.
- (b) Interior and Exterior Surfaces:
  - (i) Use separate and identifiable cleaning cloths for the cleaning of washrooms from other facilities;
  - (ii) Wash-basins; toilet seats; bowls and bases, exposed flush tanks; urinals; and plumbing fixtures (including exposed pipes); polished chrome, brass or similar fixtures shall be cleaned with germicidal detergent;
  - (iii) Toilets and urinals are to be cleaned using separate equipment or cloths. Do not pour any water into urinals;
  - (iv) Non acid bowl cleaners are permitted, however, when a phosphoric acid bowl cleaner is used, it must be dispensed using a flip top or a foaming trigger spray head only. Do not use any bowl cleaners in urinals.;
  - (v) Where requested by the Contract Administrator, water soluble packets of enzymes, enzyme tablets or granules, or approved urinal maintainers formulated with acids and detergents shall be applied and held in a mat frame. Parazine blocks are not permitted
- (c) Sanitary and Waste Receptacles:
  - (i) Remove and empty liners;
  - (ii) Clean receptacles with germicidal detergent;
  - (iii) Replace liners (the Contractor shall use liners for all washroom receptacles).
- (d) Toilet Tissue Holders and Dispensers:
  - (i) Clean interior and exterior of dispensers with germicidal detergent;
  - (ii) Re-stock all toilet tissue holders, soap, sanitary and towel dispensers.
- (e) Floors (non-slip):
  - (i) Wet mop floors and wall bases with a non filming detergent solution;
  - (ii) Clean floors, wall bases, and corners;
  - (iii) Ensure floor drains are not blocked and no odour emanating from floor drains.
- (f) Shower Stalls (Ceramic Tile):
  - (i) Remove surface mildew and mould stains in grouting;
  - (ii) Disinfect and rinse tiles and grouting;
- (g) Shower Stalls (Fiberglass and Constructed/Epoxy coated):
  - (i) Shall be cleaned with germicidal cleaner approved by the Contract Administrator.
- (h) Partitions, walls, including the enamel surfaces, doors and ledges:
  - (i) Spot clean with germicidal cleaner;
  - (ii) Clean with germicidal cleaner;
  - (iii) Clean and polish all mirrors, frames, powder shelves and bright work, including flush meters, piping and toilet seat hinges.

E5.13 MAIN BUILDING JANITORIAL ROOM / MECHANICAL ROOM

- (a) Keep room tidy;
- (b) Empty mop pails after use;
- (c) Sweep and mop floors, ensure all excess water is removed;
- (d) Wash walls, including soil spots or line marks on ceiling;
- (e) Empty waste containers. If required, store waste neatly in Janitor's Room;
- (f) Clean interior and exterior of waste containers;
- (g) Clean sinks;
- (h) Keep rooms, particularly sinks and waste containers, free from offensive odours;
- (i) Clean equipment, mops and cloths and ensure no soiled mops or cleaning cloths shall be left in use on site;
- (j) Place equipment in an orderly manner and ensure mops and cloths are stored neatly;
- (k) Store chemicals, paper products, equipment and materials neatly;

E5.14 VENETIAN and VERTICAL BLINDS, VINYL or FABRIC:

- (a) Spot clean with neutral detergent.

**E6. STATEMENT OF WORK – INTERIOR OF BUILDING – WEEKLY**

The Contractor shall ensure the following:

E6.1 WORK AREAS AND FURNITURE:

Including plastic, wood, vinyl and leather; showcases, cabinets, bookcases, cupboards, file cabinets, and dividers

- (a) Spot clean bookcases, file cabinets, glass and chairs as required;
- (b) Spot clean furniture framing and trim as required;
- (c) Dust/vacuum upholstered furniture as required;
- (d) Spot clean fabric as required;
- (e) Spot clean vinyl as required with a waterless hand cleaner -application of a polish/protectant where required,
- (f) Do not clean workstations or desks, or remove or move personal or business documents, equipment or other items.
- (g) Only an approved, guaranteed light cleaner and conditioner from a professional firm specializing in leather care shall be used for leather cleaning. The Contractor shall consult with the Contract Administrator before application;
- (h) Neutral detergent shall be used for all cleaning

**E7. STATEMENT OF WORK – INTERIOR OF BUILDING – MONTHLY**

The Contractor shall ensure the following:

E7.1 WASHROOM AND LOCKER ROOM FLOORS:

Including vinyl, corlon, mondo, terrazzo, ceramic, quarry, concrete, & non-slip.

- (a) Pour clean water in floor drains or as directed.

E7.2 LOCKERS:

- (a) Clean fronts and tops of lockers with germicidal cleaner;
- (b) Clean lockers from the top down.

E7.3 VENETIAN and VERTICAL BLINDS, VINYL or FABRIC blinds, tracks, surfaces and sills.

- (a) Vacuum drapes and curtains, both sides;

- (b) Vacuum tracks;
- (c) Curtains and drapes should be left neatly pleated;
- (d) Clean or spot clean as required to remove dirt and stains;
- (e) Dust and damp clean both sides of PVC and Aluminium blinds, etc.;
- (f) Vacuum both sides of blinds;
- (g) All tracks, surfaces and sills shall be free of dust and fingerprints, etc.

**E7.4 WORK AREAS AND FURNITURE:**

Including plastic, wood, vinyl and leather; showcases, cabinets, bookcases, cupboards, file cabinets, and dividers

- (a) Spot clean bookcases, file cabinets, glass and chairs as required;
- (b) Spot clean furniture framing and trim as required;
- (c) Dust/vacuum upholstered furniture as required;
- (d) Spot clean fabric as required;
- (e) Spot clean vinyl as required with a waterless hand cleaner -application of a polish/protectant where required,
- (f) Do not clean workstations or desks, or remove or move personal or business documents, equipment or other items.
- (g) Only an approved, guaranteed light cleaner and conditioner from a professional firm specializing in leather care shall be used for leather cleaning. The Contractor shall consult with the Contract Administrator before application;
- (h) Neutral detergent shall be used for all cleaning

**E7.5 MAIN BUILDING ELECTRICAL ROOM**

- (a) Advise Contract Administrator of planned day so that utility room can be unlocked.
- (b) Sweep and vacuum floors;
- (c) Dust surfaces;
- (d) Lock after cleaning is finished.

**E8. STATEMENT OF WORK – INTERIOR OF BUILDING – AS REQUIRED**

At the option of the City, and by mutual agreement, the City reserves the right to request additional cleaning during the Contract period, as it is required. The Contract Administrator shall notify the Contractor for additional cleaning requirements and the price for the additional work shall be negotiated at that time, which may include the following:

- E8.1 Cleaning service for the management office on a weekend;
- E8.2 Cleaning of the training room;
- E8.3 Cleaning and/or polishing furniture;
- E8.4 Air Vents and Light Diffuser (ceilings and walls)
  - (a) Remove diffusers and vents and clean and replace;
  - (b) Clean with a neutral detergent.
- E8.5 High cleaning of vertical or horizontal surfaces (other than walls):
  - (a) high cleaning down to window sills, partition ledges, doors frames, picture frame and ledges, charts, graphs, wall louvers, exposed pipes, clocks, etc.:
  - (b) Dust or wipe with damp cloth and polish where required.
- E8.6 Walls:

- (a) Wash with neutral detergent;
- (b) Clean or spot clean walls as required;
- (c) Immediately wipe up any water spillage on floors and furniture;

E8.7 Resilient and Non-resilient Floors:  
Including vinyl, corlon, mondo, terrazzo, ceramic, and quarry and non-slip flooring.

- (a) Wet mop floors and wall bases with a non-filming detergent solution;
- (b) Clean floors, wall bases, and corners;
- (c) Ensure floor drains are not blocked and no odour emanating from floor drains;
- (d) Machine scrub floors with detergent solution including toilet bases;
- (e) Apply sealer as required;
- (f) Where directed, maintain floors with sufficient coats of water base sealer. A minimum of three coats of finish to be applied over the sealer.
- (g) Scrub/strip and remove all soil, stains, seal and old floor finish;
- (h) Neutralize rinse;
- (i) Rinse with at least two (2) clear warm water rinses;
- (j) Wet vacuum each time after rinsing;
- (k) Re-seal/re-coat floors;
- (l) Allow sufficient drying time between applications;
- (m) Refinish floors by applying sufficient coats of slip resistant finish (minimum of four) environmentally responsible finishes to be used;

## E9. CONTRACTOR'S RESPONSIBILITY

E9.1 The Contractor shall supply all equipment and materials necessary to perform the Work, which shall be kept in satisfactory condition and shall be available for regular inspection by the Contract Administrator.

E9.1.1 In accordance with E12., the City shall provide all toilet paper and paper towels for on-site dispensers.

E9.2 EQUIPMENT AND MATERIALS:

- (a) The Contractor shall provide all equipment and materials necessary to do the work, including but not limited to waxers, buffers, polishers, burnishers, wax strippers, chemical wash, etc.;
- (b) The Contractor shall utilize an effective germicidal detergent and clean cloths for the Work;
- (c) The Contractor shall supply paper towels it uses for cleaning, which should only be used in the cleaning of glass/mirror type surfaces;
- (d) Cleaning cloths, dry mops, wet mops, finish applicator mops, wall washing mops and extendable dusters shall be of a launderable type;
- (e) Laundered clean and dried mops and cloths shall be on-site and used at the start of each shift and/or cleaning function;
- (f) Washable lambs wool or polywool extendable handle dusters may be used for safety to perform higher level work, however feather dusters and non-launderable (straight string) mops shall not be used;
- (g) Cleaning equipment, carts, etc., shall be maintained in a clean and operable state, and washable filters, tools, hoses, etc., shall be thoroughly cleaned weekly;
- (h) Vacuums must be a dual motor upright or canister with an electric power head. All must have the appropriate tools to vacuum fabric furniture, draperies, corners, edges, etc., and must be complete with filtration efficiency approved by the Contract Administrator.

- (i) Ergonomic style back-pack vacuums with approved filtration systems may be used for carpeted stairs and traffic lane vacuuming.
- (i) Carpet sweepers are not permitted on or for use in the premises.;
- (j) All cleaning equipment stored or used on-site shall be C.S.A. approved, and shall be inspected regularly and maintained in a state acceptable to current W.C.B. regulations;
- (k) Electrical cords shall be in good condition;

E9.3 WASHROOM MATERIALS:

- (a) Washroom supplies shall meet the "Canadian General Standards Board" (CGSB) specifications;
- (b) **Toilet tissue and paper towels will be supplied by the City**, however the Contractor shall supply (at their expense) all other washroom materials including, liquid hand soap, plastic trash bags, air fresheners, sanitary napkins, deodorant blocks and other similar products, except sanitary napkins for which the Contractor may make a reasonable charge). The Contractor shall ensure toilet tissue and paper towels are placed in dispensers by the Contractor.
- (c) Washroom materials shall fit existing dispensers;
- (d) The Contractor shall replenish the liquid hand soap to lunch rooms, kitchenettes and coffee stations. Powdered soap suitable for the dispenser shall be supplied in the washroom of the "Old Building."
  - (i) The Contractor shall ensure that all dispensers are filled to adequate levels;
- (e) The Contractor may install a controlled dispensing system if it is required, however, written approval must be obtained from the Contract Administrator:
  - (i) The dispensing system must be a type where chemical concentrates are sealed in a bag or container, have a diluted project holding system for filling trigger sprayers and the products are colour coded with corresponding label control;
  - (ii) Where the Contractor chooses a controlled dispensing system which is fixed to both the solution and water supply, the Contractor is responsible and liable for the installation and annual inspection of an approved backflow prevention mechanism, unless a controlled dispensing system has previously been installed by the previous Contractor, other than the current Contractor.
- (f) The Contractor shall use liners for all washroom receptacles.

E9.4 DEFECTIVE WORK:

- (a) the Contractor will be given a grace period of ten (10) Working Days to learn the building and refine the cleaning methods. The Contractor will then be expected to fully comply with the cleaning requirements outlined in this Contract.
- (b) a "Defective Work" charge of \$45.00 (forty-five dollars) will be applied for each occurrence (per scheduled Working Day, per location).
- (c) Further to E12.5, it shall be at the discretion of the Contract Administrator to impose an inspection fee of \$50.00 per cleaning inspection for all additional inspections required to ensure compliance with specifications, In addition to the fixed sum for Defective Work for this Contract.

E9.5 SECURITY OF FACILITY:

- (a) The Contractor shall immediately notify the Emergency Services Dispatcher at 986-2511 (**a 24 hour service**) if problems or unusual conditions are observed at the Site (including flooding, building security problems, plumbing requirements etc.).
- (b) The Contractor shall ensure that City premises are kept secure from entry by unauthorized persons during the course of the Work.
- (c) The Contractor shall ensure that the facility windows and screens are closed and secured, and all entrances to the building are properly locked upon leaving the building.

- (d) Access to certain parts of the buildings are controlled through the use of Access Control Cards or Keys:
  - (i) The Contractor will be supplied with 2 control cards. (a fee to replace a lost, stolen or damaged control card is \$50.00 at the Contractors expense).
  - (ii) The Contractor will be provided with 1 set of keys for areas secured with keyed locks (a fee to replace a lost or stolen key is \$25.00 at the Contractors expense).
    - (i) Keys shall not be copied.
  - (iii) All keys and access cards are to be returned at the end of the Contract to the Contract Administrator.
- (e) 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.

E9.6 TRAINING:

- (a) The Contractor shall ensure that all employees engaged in the execution of the Contract are properly trained in the handling of cleaning materials and equipment, in accordance with the "Workplace Hazardous Materials Information System" (WHMIS) legislation.

E9.7 PERSONNEL:

- (a) The Contractor shall ensure that employees engaged in the execution of this Contract are experienced janitors and are properly trained in the handling of cleaning materials and equipment including use and storage according to manufacturer's instructions.
- (b) The Contractor shall ensure that 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, and who will be assigned to relay to the Contract Administrator in a timely manner any situation affecting the building (including flooding, building security problems, plumbing requirements etc.)
- (c) The Contractor shall ensure that all its employees working in these facilities have proper identification in the form of:
  - (i) their company's approved apparel, and bearing the name of the company;
  - (ii) a photo identification badge, must be worn at all times while on the premises.
- (d) The Contractor shall supervise their employees and shall ensure that all such employees behave in a manner appropriate to persons in a Civic facility and shall without limitation ensure that all the Contractor's employees:
  - (i) personal hygiene meets acceptable standards;
  - (ii) behave in a courteous and polite manner to City personnel and other persons in the facility;
  - (iii) are careful with all property that is in or a part of the facility;
  - (iv) do not smoke while on the premises;

E9.8 STORAGE:

- (a) The Contractor shall store materials and equipment in the designated areas only;
- (b) The Contractor shall clearly identify all containers in the designated area as to material content;
- (c) The Contractor shall post safety precautions regarding the materials in a conspicuous place in the designated storage areas;
- (d) The Contractor shall ensure that storage areas are secured and accessible only by authorized personnel of the Contractor and the City;
- (e) The Contractor shall ensure that 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;
- (f) Equipment utilized in the day to day delivery of the service shall be available for regular inspection by the Contract Administrator;

- (g) Upon approval by the Contract Administrator; the Contractor may install hooks, shelves and other methods of storing his tools or supplies in the Janitors rooms.

E9.9 M.S.D.S.:

- (a) The Contractor 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.
- (b) The Contract Administrator shall remove and dispose of products found on Site that have no M.S.D.S. or written pre-approval by the Contract Administrator or which the Contract Administrator deems as potentially harmful.
- (c) The Contractor shall ensure that all employees engaged in the execution of the Contract are properly trained in the handling of cleaning materials and equipment, in accordance with the "Workplace Hazardous Materials Information System" (WHMIS) legislation, and keep on the premises in a prominent place within the janitor storage area, a three-ring binder containing current manufacturers' Material Safety Data sheets for all cleaning products used on Site.

E9.10 CHEMICALS:

- (a) The Contractor shall ensure only the pre-approved products, chemicals, supplies and equipment are used in the Site.
- (b) All products, supplies, equipment, etc. for use on the Site meet or exceed the specifications and requirements herein as established by the City of Winnipeg.
- (c) Written approval shall be obtained from the Contract Administrator prior to using a product that does not have a current M.S.D.S. If the Contractor has received written approval by the Contract Administrator to use the product which did not have a MSDS, the approval shall be kept in the binder specifically marked M.S.D.S.
- (d) All chemicals are stored in a safe manner and to the satisfaction of the Contract Administrator.
- (e) 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.
- (f) Solvent seals or finish, butyl or butyl by product contained products, bleach, hydrochloric or sulphuric acid, ammonia, phenolic or hydrogen peroxide based germicides, Armoral, Protectol, Saddle Soap or polishers, vinegar, ammoniated or mop on-mop off strippers, Windex or like product, powdered cleansers, SOS pads, Parazine blocks, or carpet cleaning products such as Argosheen or those containing optical brighteners over 0.01%, shall not be used or permitted in the Site.

E9.11 EXCLUSIONS FROM THE WORK:

- (a) Work area workstations, desks, and furniture including personal accessories in the work area, ceramics; ornaments; and pictures;
- (b) Office equipment including copying machines, typewriters, adding machines, cash registers, dictating equipment; microfilm readers, audio/visual equipment; computer equipment including keyboards, printers, servers, monitors, CRT terminals;
- (c) Communication equipment (ie: telephones, fax machines, computers, etc.);
- (d) Art objects,
- (e) Plants;
- (f) Storage rooms;
- (g) Boiler rooms;
- (h) Garages;
- (i) Parking areas.

E9.12 GENERAL STANDARDS AND QUALITY OF SERVICE:

- (a) when washing walls and ceilings - ceilings are washed first, then walls;
- (b) cleaning solutions from mopping do not collect against and/or under furniture legs and cabinets;
- (c) no evidence of improper finish applications exists after scrubbing and burnishing floor(s);
- (d) any furniture and equipment moved prior to cleaning, is returned to the original location;
- (e) waste/trash resulting from cleaning shall be disposed of in the appropriate receptacles;
- (f) no waste or recycle containers or baskets are to be placed upon desks or tables during cleaning operations;
- (g) cleaning shall comply with Health and Safety standards (including cleaning from 1 surface area to another).
  - (i) 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;
  - (ii) Bare hands are not to be used to handle or sort any waste/recyclables.
- (h) No furniture or equipment shall be damaged during the course of the work, by either materials or their application.
- (i) Ensure that no surfaces are damaged by materials or their application;
- (j) All residues of cleaning materials, dust and other matter are removed at the completion of each cleaning;
- (k) Remove all waste/trash resulting from cleaning and deposit in designated bins;
- (l) Separate or special liners may be utilized for recyclables.
- (m) Cleaned surfaces are free of residues, dust or other contaminants, including 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);
- (n) Surfaces are clean and bright and in a condition equal to that of the intended finish of the surface, where reasonably possible;
- (o) All rooms are clean, neat and tidy and free of debris; to present an overall attractive appearance of cleanliness;
- (p) Debris and/or other soil matter is removed from wall corners, around the edges of carpet or "T" mats, under furniture, tables, chairs, behind doors, and along baseboards;
- (q) Corners, edges and crevices are clean;
- (r) Floors:
  - (i) floors exhibit a uniform sheen with reflective properties. This level of floor care is to be maintained at all times;
  - (ii) sufficient coats of sealer is applied;
  - (iii) sufficient coats of floor finish to offer floor protection;
  - (iv) all furniture and equipment moved prior to cleaning, is returned to the original location;
- (s) For Carpets and Rugs:
  - (i) when treating a carpet spot, always to spray from the exterior perimeter into the centre of the stain;
  - (ii) any spots that cannot be removed by conventional/normal methods, shall be reported to the Contract Administrator.
- (t) 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.

**E10. CITY'S RESPONSIBILITY**

- E10.1 The City shall provide all toilet paper and paper towels for on-site dispensers.
- E10.2 Building Cleaning Inspections may be carried out by the Contract Administrator once a week on random days.
- E10.3 The City shall provide a designated storage area for the purpose of storing the cleaning materials and equipment used by the Contractor during the term of this Contract.
- E10.4 The Contract Administrator shall remove and dispose of products found on Site that have no M.S.D.S. or written approval.