



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 422-2016

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

TABLE OF CONTENTS

PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	3

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	2
B6. Addenda	2
B7. Substitutes	2
B8. Bid Submission	3
B9. Bid	4
B10. Prices	5
B11. Disclosure	5
B12. Qualification	5
B13. Technical Plan	6
B14. Opening of Bids and Release of Information	8
B15. Irrevocable Bid	9
B16. Withdrawal of Bids	9
B17. Evaluation of Bids	9
B18. Award of Contract	10

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	1
D4. Contract Administrator	1
D5. Contractor's Supervisor	2
D6. Ownership of Information, Confidentiality and Non Disclosure	2
D7. Notices	2

Submissions

D8. Authority to Carry on Business	3
D9. Insurance	3
D10. Performance Security	3

Control of Work

D11. Commencement	4
D12. Liquidated Damages	4
D13. Enquiries During Contract	4

Measurement and Payment

D14. Invoices	5
D15. Payment	5

Warranty

D16. Warranty	5
Form H1: Performance Bond	6
Form H2: Irrevocable Standby Letter of Credit	8

PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. Statement Of Work	1
E3. City's Responsibility	2

PART F - SECURITY CLEARANCE

F1. Security Clearance	1
------------------------	---

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

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

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 4, 2016.

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. 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.

B3.5 Further to B3.1, Bidders shall meet on the Main Floor, Front lobby at each location. The locations, dates and times are as follows:

(a) Site: Fort Rouge Leisure Centre; 625 Osborne Street
Date: July 20, 2016 or July 21, 2016
Time: 9:00 a.m.

(b) Site: Pan Am Pool; 25 Poseidon Bay
Date: July 20, 2016 or July 21, 2016
Time: 10:30 a.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 B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. CONFIDENTIALITY

- B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- B5.1.1 was known to the Bidder before receipt hereof; or
- B5.1.2 becomes publicly known other than through the Bidder; or
- B5.1.3 is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

- B6.1 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.
- B6.2 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.
- B6.2.1 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/bidopop.asp>
- B6.2.2 The Bidder is responsible for ensuring that he/she/they 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.
- B6.3 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.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 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.
- B7.4 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.

B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her 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.

B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.

B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.

B7.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.

B7.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative may base his/her 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 B17.

B7.9 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.

B8. BID SUBMISSION

B8.1 The Bid shall consist of the following components:

- (a) Form A: Bid;
- (b) Form B: Prices in accordance with B10;
- (c) Technical Plan in accordance with B13.

B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.

B8.3 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.

- B8.4 Bidders should submit one (1) **unbound** 8.5" x 11" original (marked "original") including drawings and three (3) copies (copies can be in any size format) for components identified in B8.1.
- B8.5 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.6 Technical Plan format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Technical Plan should contain a table of contents, page numbering and should be in the Sections identified above. Bidders are encouraged to use their creativity to submit a Bid Submission which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B8.7 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 B17.1(a).
- B8.8 The Bid may be submitted by mail, courier or personal delivery.
- B8.9 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
- B8.9.1 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.
- B8.10 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B9. BID

- B9.1 The Bidder shall complete Form A: Bid, making all required entries.
- B9.2 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/her own name, his/her 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/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 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.
- B9.4 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/her 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/her 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.

B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B9.5 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.

B10. PRICES

B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B10.1.1 Notwithstanding C11.1.1, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B10.2 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.

B10.3 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.

B11. DISCLOSURE

B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B11.2 The Persons are:

- (a) N/A

B12. QUALIFICATION

B12.1 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.

B12.2 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>

- B12.3 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);
 - (d) upon request of the Contract Administrator, obtain Security Clearances in accordance with PART F -
- B12.4 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.
- B12.5 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.

B13. TECHNICAL PLAN

- B13.1 Bidders shall address each area of the Technical Plan in sufficient detail to show clearly how effectively the Work will be done. All bidders should submit the following information in support of meeting the evaluation criteria. It is recommended that the Technical Plan be submitted following the format below (which should include, but not be limited to the following points):

Organization and Management

- B13.2 The Bidder shall describe, how they will provide the staff necessary to perform all Services as specified in the Statement of Work as it pertains to the team's organization, services to be managed, and proof of the Contractor's resources, if and when needed, by providing the following (but not limited to):
- (a) Overall Bidder's Organization:
 - (i) An organization Chart for the Bidder.
 - (ii) Key personnel position title and length of time with the Bidder as they relate to the assigned roles and responsibilities.
 - (b) Team proposed to be assigned to this Contract:
 - (i) An outline indicating the number of personnel that would be utilized to carry out the services. The number of personnel should be broken-down to reflect the number of superintendents, supervisor(s)/cleaners, day cleaners, evening cleaners and weekend cleaners.
 - (c) Monitoring of Staff:
 - (i) 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).
 - (d) Absenteeism of Staff:
 - (i) A detailed narrative of how the Bidder would remedy the quality of diminished janitorial services provided due to a high level of absenteeism (staffing approach).

Health & Safety

- B13.3 The Bidder shall describe how they will 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. In addition, adequate training of personnel assigned to perform operations such as use of chemicals, use of equipment, etc., is also required in relation to the measures the Bidder

takes to maintain a healthy and safe working environment, the type of training provided to employees, and the number of employees trained in specific programs. Please provide the following (including but not limited to):

- (a) Programs:
 - (i) A detailed description of the Health and Safety Program or practices currently in place, including training and monitoring of staff performance necessary to maintain a healthy and safe working environment and adhere to all health and safety measures pertaining to accident 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.
- (b) Health and Safety Training:
 - (i) Provide name(s) of supervisor(s) and employee(s) and type of training they have completed related to Health and Safety (eg. Health and Safety, SHMIS, First Aid, other).
- (c) Emergency Cleanups:
 - (i) A detailed plan for the response to emergency cleanups (eg. bodily fluids spills).

Quality Assurance

B13.4 The Bidder shall describe how the quality standards described herein shall be strictly adhered to as it relates to the Bidder's commitment towards a quality organization and the Bidder's method of maintaining and improving quality services, by providing the following (but not limited to):

- (a) Quality Assurance (QA) Program:
 - (i) A detailed description of the QA program currently employed by the Bidder, including the employee involvement.
- (b) Quality Assurance Training:
 - (i) Provide detailed description of QA Training and any other courses attended outside the organization given to employees to ensure quality service delivery.
- (c) Resolution of Problems:
 - (i) A detailed description of how the Bidder proposes to resolve contentious issues related to the quality of services.

Experience of Bidder and Key Personnel

B13.5 The Bidder shall demonstrate, in their response, that they have the ability to successfully carry out and manage the responsibilities as outlined in the Statement of Work, as it related to evidence that the Bidder has the required experience in janitorial services, and has proven past performance in this field of work, by providing the following (but not limited to):

- (a) Evidence of the Bidder's experience and past performance, which 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.
- (b) If the Bidder submits the reference in excess of the stated requirement above, only the references up to the identified limit will be evaluated. If the referenced project has not occurred within the past three (3) years, it will not be evaluated.
- (c) For each reference provided, the Bidder should provide the information contained in the following:
 - (i) Reference #1 shall include a combination of government and/or other industry contract;
 - (ii) Reference #2 shall include a combination of government and/or other industry contract.
 - ◆ Name of Client organization or company;
 - ◆ Name, title, telephone number and/or facsimile number of contact;

- ◆ Provide a detailed description of Project or Contract;
- ◆ Approximate size in square feet of the cleanable area of the project/contract;
- ◆ Location of the project or contract;
- ◆ Approximate value of the project or contract;
- ◆ Performance period of the project or contract.

Supervisor's Expertise and Experience

B13.6 The Bidder shall demonstrate, in their response, the it has in its employ, or access to, Supervisor(s) with the expertise to effectively supervise the work outlined in the Specifications and Statement of Work, as it pertains to the working Supervisor's janitorial service experience & proven past performance, and a contingency plan to be followed if performance is deemed below quality standards by its senior personnel, by providing the following (but not limited to):

- (a) Supervisor's Experience and Past Work References:
 - (i) A list of the Bidders working supervisor(s) who would be assigned to this Contract, including the name and number of years of experience as supervisor(s) in janitorial services.
 - (ii) Evidence of the experience and satisfactory performance of the working supervisor(s) listed above, by referencing two (2) projects/contracts rendered for at least six (6) consecutive months within the past three (3) years, for providing janitorial services in a range comparable in size, scope and complexity to those outlined in the Specifications and Statement of Work. The references must be verifiable.
- (b) If the Bidder submits the reference in excess of the stated requirement above, only the references up to the identified limit will be evaluated. If the referenced project has not occurred within the past three (3) years, it will not be evaluated.
 - (i) The Bidder should address the information contained in the following for each reference, and each reference shall include a combination of government and/or other industry contract;
 - ◆ Name of Client organization or company;
 - ◆ Name, title, telephone number and/or facsimile number of contact;
 - ◆ Provide a detailed description of Project or Contract;
 - ◆ Approximate size in square feet of the cleanable area of the project/contract;
 - ◆ Location of the project or contract;
 - ◆ Approximate value of the project or contract;
 - ◆ Performance period of the project or contract.
- (c) Supervisor's Performance:
 - (i) A detailed narrative of how the Bidder's organization would identify the factors that would indicate that the on-site supervisor is not performing duties adequately and what the organization would do to remedy the situation

B14. OPENING OF BIDS AND RELEASE OF INFORMATION

B14.1 Bid Submissions will not be opened publicly.

B14.2 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/>

B14.3 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/>

B14.4 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.

B15. IRREVOCABLE BID

B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B15.2 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.

B16. WITHDRAWAL OF BIDS

B16.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B16.1.1 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.

B16.1.2 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.

B16.1.3 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 B16.1.3(b), declare the Bid withdrawn.

B16.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B15.2 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.

B17. EVALUATION OF BIDS

B17.1 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 B12 (pass/fail);
- (c) Total Bid Price 40 pts;
- (d) Technical Plan 60 pts;
- (e) economic analysis of any approved alternative pursuant to B7.

B17.2 Further to B17.1(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.

- B17.3 Further to B17.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.
- B17.4 Further to B17.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown, for each year, on Form B: Prices.
- B17.5 Further to B17.1(d), the Technical Plan will be evaluated considering the information submitted in B13, and its likelihood of supporting continuous successful performance of the Work of the Contract.
- B17.6 This Contract will be awarded as a whole.

B18. AWARD OF CONTRACT

- B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B18.2 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.
- B18.2.1 Without limiting the generality of B18.2, 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.
- B18.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous Bid in accordance with B17.
- B18.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B18.4 Notwithstanding C4.1 and C4.2, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B18.5 The Contract Documents, as defined in C1.1(n)(ii), 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
- 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 various facilities within The City of Winnipeg (**labour only, and on an hourly basis**), for the period starting January 1, 2017 to December 31, 2019, with the option of two (2) mutually agreed upon one (1) year extensions

- (a) The City shall supply and maintain all the cleaning supplies required for each location.
- (b) The City 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 for site locations.

D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on January 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

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, 2016.

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, 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.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:
Larry Giesbrecht
Superintendent of Building Services

4th Floor, 185 King St
Winnipeg MB R3B 1J1
Phone No. 204.986.4038
Email Address: lgiesbrecht@winnipeg.ca

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.

D4.3 **Bid Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B8.**

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/her employ.

D5.2 Before commencement of Work, the Contractor shall identify his/her 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. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

D7. NOTICES

D7.1 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 facsimile number:

The City of Winnipeg
Chief Financial Officer
Facsimile No.: 204-949-1174

D7.2 **Bid Submissions must NOT be submitted to this facsimile number. Bids must be submitted in accordance with B8.**

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 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.

D9. INSURANCE

D9.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) 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 applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (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.

D9.2 Deductibles shall be borne by the Contractor.

D9.3 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.

D9.4 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.

D9.5 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.

D10. PERFORMANCE SECURITY

D10.1 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.

- D10.1.1 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.
- D10.2 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.

CONTROL OF WORK

D11. COMMENCEMENT

- D11.1 The Contractor shall not commence any Work until he/she 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 D8;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the insurance specified in D9;
 - (iv) the performance security specified in D10; and
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D12. LIQUIDATED DAMAGES

- D12.1 If the Contractor fails to achieve the Work of the Contract in accordance with Part E and within the time(s) specified in Part E, the Contractor shall pay the City one hundred dollars (\$100) per Working Day for each and every Working Day until the Work is complete.
- D12.2 The amount specified for liquidated damages in D12.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not complete the Work by the time fixed herein for same.
- D12.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D13. ENQUIRIES DURING CONTRACT

- D13.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which enquiries for service may be placed.
- D13.2 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.
- D13.3 An answering service is acceptable, provided the Contractor returns calls within fifteen (15) minutes of a message from the City.

MEASUREMENT AND PAYMENT

D14. INVOICES

D14.1 Further to C11, the Contractor shall submit an invoice for each portion of work performed to:

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

Facsimile No.: 204 949-0864
Email: CityWpgAP@winnipeg.ca

D14.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of Service;
- (c) service address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D14.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D14.4 **Bid Submissions must NOT be submitted to the above facsimile number. Bids must be submitted in accordance with B8.**

D15. PAYMENT

D15.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D15.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D16. WARRANTY

D16.1 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 D10)

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. 422-2016

PROVISION OF BUILDING CLEANING SERVICES AT VARIOUS FACILITES (LABOUR ONLY 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)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D10)

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 422-2016

PROVISION OF BUILDING CLEANING SERVICES AT VARIOUS FACILITES (LABOUR ONLY
ON AN HOURLY BASIS)

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 (2007 Revision), International Chamber of Commerce Publication Number 600.

(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 is reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7.
- E1.3 The Contractor shall be responsible for any deductions or remittances, which may be required by law.
- E1.4 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.

E2. STATEMENT OF WORK

- E2.1 The location(s) where the work is required may change from request to request. This Contract may require services at multiple facilities, on the same day, including libraries; civic offices; recreational facilities; other locations as required.
- E2.2 Work shall be completed according to priority. The priority range is between 1 - 5; with Priority 1 representing the most important and shall be completed first.

Priority 1

- E2.3 Priority 1 – Washroom cleaning Interior and Exterior Surfaces shall include:
- (a) shall be cleaned with germicide detergent;
 - (b) wash basins; toilet seats; bowls and basins, exposed flush tanks; urinals; and plumbing fixtures (including exposed pipes); polished chrome, brass or similar fixtures;
 - (c) 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.
- E2.4 Priority 1 - Sanitary and Waste Receptacles:
- (a) remove and empty liners;
 - (b) clean receptacles with germicide detergent;
 - (c) replace liners.
- E2.5 Priority 1 - Toilet Tissue Holders and Dispensers:
- (a) clean interior and exterior of dispensers with germicidal agent;
 - (b) restock all toilet tissue holders, soap, towel dispensers (and sanitary dispensers where applicable and where supplies are available).
 - (c) Floors:
 - (d) wet-mop floors and wall bases with a non-detergent solution;
 - (e) clean floors, wall bases and corners;
 - (f) ensure floor drains are not blocked and no odour emanates from floor drains;
 - (g) machine scrub floors and toilet bases with detergent solutions;
- E2.6 Priority 1 - Partitions, walls, enamel surfaces, doors, ledges;
- (a) clean partitions and walls from the bottom up;

- (b) clean and polish all mirrors, glass, frames, powder shelves and bright work, including flush meters, piping and toilet seat hinges.

Priority 2

E2.7 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.

Priority 3

E2.8 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.

Priority 4

E2.9 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.

Priority 5

E2.10 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.
- (e)

E3. CITY'S RESPONSIBILITY

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

Planned Cleaning

E3.1 The Contract Administrator or designate will endeavour to provide at least twenty-four (24) hours' notice to the Contractor.

E3.2 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

- E3.3 The Contract Administrator may require the contractor to attend the Work site within 1½ hours of the request.
- E3.4 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.
- E3.5 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

- E3.6 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.
- E3.7 The Contract Administrator shall supply and maintain all the cleaning supplies required for each location, which will be stored in designated areas, and which shall be EcoLogo or greenseal certified.
 - E3.7.1 If the Contract Administrator grants permission to the Contractor to bring any Materials and products on site, they shall be certified as EcoLogo or greenseal. The use of materials and products considered environmentally friendly are indicated at the EcoLogo or greenseal; websites at: <http://www.ecologo.org> or <http://www.greenseal.org>
- E3.8 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.
- E3.9 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;
- E3.10 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.

E4. CONTRACTOR’S RESPONSIBILITY

- E4.1 The Contractor shall advise the Contract Administrator of products found on Site that have no M.S.D.S.
- E4.2 Further to D13 , the Contractor shall provide the Contract Administrator with a toll free number.

Emergency Cleaning

- E4.3 The Contractor shall be responsible to attend the site and return calls. Failure to comply shall be dealt with in accordance with E3.5
- E4.4 Once contacted, the Contractor shall have the appropriate personnel and equipment on-site to perform the Work, which may be required within 1½ hours of a call for request for service.
- E4.5 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.

- E4.6 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.

Process and General Standards

- E4.7 The Contractor shall ensure that:
- (a) a minimum of one (1) employee 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.
 - (d) all surfaces (horizontal and vertical) are clean and free of :
 - (i) finger marks,
 - (ii) mop and/or detergent streaks,
 - (iii) surface stains,
 - (iv) water marks,
 - (v) black marks
 - (vi) soap scum,
 - (vii) mildew/mould;
 - (viii) dust,
 - (ix) spots,
 - (x) surface stains,
 - (xi) loose and caked soil;
 - (xii) debris,
 - (xiii) loose paper,
 - (xiv) mop strings;
 - (xv) odours,
 - (xvi) cleaning solution,
 - (xvii) heavy accumulation of finish,
 - (xviii) spray residue,
 - (xix) water spillage,
 - (xx) ashing line marks, and
 - (xxi) scars from equipment (hand and/or machine);
 - (e) 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.
 - (f) all rooms are clean, neat and tidy and free of debris; to present an overall attractive appearance of cleanliness;
 - (g) when washing walls and ceilings, walls are washed first, then ceilings.
 - (h) cleaning solutions from mopping do not collect against and/or under furniture legs and cabinets;
 - (i) no evidence of improper finish applications exists after scrubbing and burnishing floor(s).
 - (j) any furniture and equipment moved prior to cleaning, is returned to the original location.
 - (k) waste/trash resulting from cleaning shall be disposed of in the appropriate receptacles.

- (l) no waste or recycle containers or baskets are to be placed upon desks or tables during cleaning operations.
 - (m) cleaning shall comply with Health and Safety standards (including cleaning from one surface area to another. Latex gloves shall be worn when disinfecting surfaces (particularly toilets and decontamination sites), and shall not be worn when in contact with other fixtures or handles after that disinfecting surfaces.
- E4.8 The Contractor shall supply water extraction units, fans and/or blow-dryers **if** requested by the Contract Administrator:
- E4.8.1 the Contract Administrator shall reimburse the Contractor for the applicable rental cost for such equipment and the equipment shall be in acceptable working condition.
 - E4.8.2 Further to E3.7.1 above, **if** the Contractor is required to utilize or purchase their own supplies, The Contractor shall submit the expense to the Contract Administrator for reimbursement.
- E4.9 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.
- (a) 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 that only the designated storage area is used to store materials and equipment, and that the storage is used by and accessible only to authorized personnel of the Contractor and the City.

Defective Work

- E4.10 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.

Security

- E4.11 The Contractor shall immediately notify the Central Control Office at 986-2382 (24 hour service), the Planning, Property and Development Department, City of Winnipeg if problems or unusual conditions are observed at the Site (including flooding, building security problems, plumbing requirements, etc.).
- E4.12 The Contractor shall ensure the City premises are kept secure from entry by unauthorized persons during the course of the Work.
- E4.13 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.
- E4.14 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;
 - (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).
- E4.15 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

- E4.16 Further to D5, The Contractor shall appoint one (1) Supervisor who will be the main contact for the Contract Administrator.
- E4.16.1 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.
- E4.16.2 For subsequent Work at the site, the Supervisor will be sent a fax or email for the Work that will be required at the site, and it shall be the Supervisor's responsibility to familiarize their employee who will attend the site, with the Work details.
- E4.17 Personnel undertaking the work shall be experienced janitors, 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.
- E4.18 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;
 - (h) Wear Grade 1 (green triangle) safety shoe or boot.
- E4.19 Only employees of the Contractor shall be authorized to be on the site.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 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. This can be obtained from one of the following;
- (a) police service having jurisdiction at his/her place of residence; or
 - (b) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home> .
- F1.2 The following is a link to information for obtaining the Criminal Record Search certificate including the Vulnerable Sector screening from the City of Winnipeg Police Service.
http://winnipeg.ca/police/pr/info_request.stm
- F1.2.1 The Criminal Record Search shall include a Vulnerable Sector Screening. This can be obtained by following the link below http://winnipeg.ca/police/pr/info_request.stm .
Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- F1.3 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.
- F1.4 Prior to the award of Contract, 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.
- F1.5 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.
- F1.6 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.
- F1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require 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.

