



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 847-2007

PROVISION OF BUILDING CLEANING SERVICES AT 3001 NOTRE DAME AVENUE

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF BUILDING CLEANING SERVICES AT 3001 NOTRE DAME AVENUE

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, December 7, 2007.

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 meet on the Main Floor, Front lobby at each location. The locations, dates and times are as follows:

- (a) Site: 3001 Notre Dame Avenue
- Date: December 11, 2007 or December 13, 2007
- Time: 2:00 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 B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. ADDENDA

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

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

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

B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

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

B6. SUBSTITUTES

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

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

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

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

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

B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.

B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.

- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B14.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B7.4 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, may result in the Bid being determined to be non-responsive.
- B7.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.7 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Branch
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 shall be printed below such signatures.
- B8.4.2 All signatures should be witnessed, except where a corporate seal has been affixed.
- B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid 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 The Bidders shall state the monthly price of labour required to provide building cleaning services in accordance with Part E – Specifications, in the Unit Price column of Form B: Prices.
- B9.1.2 The Bidder shall state the monthly price of materials required to provide building cleaning services, in accordance with Part E – Specifications, in the Unit Price column of Form B: Prices.
- B9.1.3 The Bidder shall state the minimum number of person hours per month that they will require to provide building cleaning services, in accordance with Part E – Specifications, on Form B: Prices.
- B9.2 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.

- B9.3 Further to B9.1.1, the prices bid shall cover the minimum hourly wage as determined by the Province of Manitoba, including payroll costs that are legally required under legislation.
- B9.3.1 The payroll costs shall include the employer's contribution for the following: CPP deductions, Workers Compensation Coverage (WCB), Employment Insurance.
- B9.4 The provincial minimum wage can be found at:
<http://www.gov.mb.ca/labour/labmgt/resbr/wages/histmin.html>
- B9.5 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.
- B9.6 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B9.7 Further to B14.1(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**.
- B9.7.1 The payroll costs shall be calculated as follows:
(a) Canadian Pension Plan – 4.95%;
(b) Employment Insurance – 1.4 (constant) x 1.8% = 2.52%;
(c) WCB – 1.67% (averaged cost for Janitorial firms);
(d) The total payroll costs that are legally required are determined to be 9.14%.
- B9.7.2 The person hours per month shown on **Form B: Prices** shall be evaluated considering the unit price per month and the person hours stated.

B10. QUALIFICATION

- B10.1 The Bidder shall:
- 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
 - be financially capable of carrying out the terms of the Contract; and
 - 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:
- 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 Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- have successfully carried out work similar in nature, scope and value to the Work; and
 - be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).

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

B10.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

B11.1 Bid Submissions will not be opened publicly.

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

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

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

B12. IRREVOCABLE BID

B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

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

B13. WITHDRAWAL OF BIDS

B13.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B13.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Bid until after the Submission Deadline has elapsed;
- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.

B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative

Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B14. EVALUATION OF BIDS

B14.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10.1 (pass/fail);
- (c) Total Bid Price; Use Total Bid Price if Award as a Whole [Version 1]; Use Bid Price if allowing Alternative Bids [Version 2]
- (d) economic analysis of any approved alternative pursuant to B6.

B14.2 Further to (a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B14.3 Further to (b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.

B14.4 Further to (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.

B14.4.1 The payroll costs will be calculated as follows:

- (i) Canadian Pension Plan – 4.95%;
- (ii) Employment Insurance – 1.4 (constant) X 1.8% = 2.52%;
- (iii) W.C.B – 1.67% (averaged cost for Janitorial firms);
- (iv) The total payroll costs that are legally required are determined to be 9.14%.

B14.4.2 The person hours per month shown on Form B: Prices shall be evaluated considering the unit price per month and the person hours stated.

B14.5 This Contract will be awarded as a whole.

B15. AWARD OF CONTRACT

B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.

- B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.
- B15.4 Notwithstanding C4.1 and C4.2, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B15.5 The Contract Documents, as defined in C1.1(n), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the provision of building cleaning services for the period of March 1, 2008 to December 31, 2010 at:

(a) 3001 Notre Dame Avenue, approximately 2,372 sq. ft..

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, 2007.

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

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

D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "C.G.S.B" means the Canadian General Standards Board that complies with the latest edition of standards including amendments and supplements in effect on the date of issue of this Specification shall apply to the Work;
- (b) "User" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (c) "W.C.B." means the Workers Compensation Board.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Neil Avery
Operations Coordinator
Planning Property and Development Department
Cemeteries Branch 3001 Notre Dame Avenue
Winnipeg MB R3H 1B8

Telephone No. (204) 986-4348

Facsimile No. (204) 986-4298

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. CONFIDENTIALITY

- D5.1 Information within the Site is confidential. Such information shall not be used or disclosed in any way.
- D5.2 The City of Winnipeg shall have the right to take any remedies at law for damage or removal of information.
- D5.3 The Contractor, his/her employees and his/her sub-contractor(s) shall not make any statement of fact or opinion regarding any aspect of the Cemeteries Branch to the media or any member of the public.

D6. CONTRACTOR'S SUPERVISOR

- D6.1 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.
- D6.2 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.
- D6.2.1 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.

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 fifteen (15) Calendar Days prior written notice to the Contract Administrator.
- D8.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D9. PERFORMANCE SECURITY

- D9.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of ten percent (10%) of Year 1 of the Contract Price; or
 - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of ten percent (10%) of Year 1 of the Contract Price; or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of ten percent (10%) of Year 1 of the Contract Price.
- D9.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.
- D9.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

D10. SECURITY CLEARANCE

- D10.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence.
- D10.2 The Criminal Record Search shall include a Vulnerable Sector Search. This can be obtained by completing and providing the following in person to the Winnipeg Police Service Division 30 Clerk at Main Floor, 151 Princess Street:
- (a) Form P-612 Check the following boxes: Employment – Sensitive Position of Trust; and Other by inputting the Bid Opportunity Number in the space provided. This form can be found on the website at:
www.winnipeg.ca/police/BPR/forms/Criminal_Record_Check_P612.doc
 - (b) Form P-249 (Form 1 – Consent) can be found on the website at:
http://www.winnipeg.ca/police/BPR/forms/P-249_ConsentCrimRecordCheck.pdf
 - (c) Two (2) pieces of identification as stated in Bureau of Police Records on the website at:
www.winnipeg.ca/police/BPR/id.stm
 - (d) Fee for each individual applying for a Criminal Record Search. Fee schedule can be found on the website at:
www.winnipeg.ca/police/BPR/fees.stm

- D10.2.1 The original Criminal Record Search Certificate (Form P-253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Criminal Record Search Certificate (Form P-253) to the Contract Administrator.
- D10.3 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- D10.4 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work.
- D10.5 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- D10.6 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.

CONTROL OF WORK

D11. COMMENCEMENT

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

D12. ENQUIRIES DURING CONTRACT

- D12.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which enquiries for service may be placed.
- D12.2 The Contractor shall provide a telephone number or a toll-free telephone number at which they may be contacted between the hours of 06:00 and 24:00 Sunday to Saturday throughout the year.
- D12.3 An answering service is acceptable, provided the Contractor returns calls within fifteen (15) minutes of a message from the City.

MEASUREMENT AND PAYMENT

D13. INVOICES

- D13.1 Further to C22.2, the Contractor shall submit monthly invoices to The City of Winnipeg, Planning Property & Development Department, Brookside Cemetery Administration Office, 3001 Notre Dame Avenue, Winnipeg MB R3H 1B8 .
- D13.2 Invoices must clearly indicate, as a minimum:
- (a) the City's order number;
 - (b) date(s) of provision of services;
 - (c) location at which service was provided;
 - (d) type and quantity of services provided;
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Contractor's GST registration number.
- D13.3 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, effective January 1, 2007 the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

FORM H1: PERFORMANCE BOND
(See D9)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

_____ day of _____, 20____, for:

BID OPPORTUNITY NO. 847-2007

PROVISION OF BUILDING CLEANING SERVICES AT 3001 NOTRE DAME AVENUE

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)

(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
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 847-2007

PROVISION OF BUILDING CLEANING SERVICES AT 3001 NOTRE DAME AVENUE

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 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

E1.3 The following are applicable to the Work:

<u>Specification No.</u>	<u>Specification Title</u>
	Table of Contents

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
A-1	Brookside Cemetery Office, 3001 Notre Dame Avenue

E1.4 Further to E1.2, drawings indicate the areas within the thick black outline on the drawing where building cleaning services shall be performed by the Contractor.

E2. WORK - CLEANING STANDARDS

E2.1 INTERIOR OF BUILDING : Vestibule, reception area, boardroom; all office areas, kitchen, two storage rooms and staff room.

E2.1.1 DAILY TASK

(a) WASTE RECEPTACLES AND CONTAINERS:

- (i) Empty all contents;
- (ii) Remove liners;
- (iii) Clean both interior and exterior with germicidal detergent;
- (iv) Replace liner;
- (v) Return waste receptacles and/or containers in their correct place; and
- (vi) Place outside side entrance.

(b) HARD SURFACE FLOORING:

- (i) Clean floors as follows:
 - A) Sweeping/vacuuming; and
 - B) Damp/wet mopping.

(c) CARPETED AREAS, INCLUDING STAIRS AND MATS:

- (i) Vacuum:
 - A) Vacuum wall to wall carpets; and
 - B) Vacuum only the entrance mats.
- (ii) Move all light furniture, excluding desks, and cabinets;
- (iii) Do not move boxes on the floor (vacuum around only); and
- (iv) Dust/damp mop "carpet saver" mats.

(d) WALLS, DOORS, WOODWORK, GLASS PARTITIONS:

- (i) Spot clean and remove smudges.

E3. WASHROOM FACILITIES

E3.1 Washroom facilities will consist of: all public and private washrooms and other areas where sinks and/or dispensers are installed. Building cleaning services shall be performed as follows:

E3.1.1 DAILY TASK

- (a) INTERIOR AND EXTERIOR SURFACES:
 - (i) Clean with germicidal detergent: wash basins; toilet seats; bowls and bases, toilet seat hinges; exposed flush tanks; urinals; and plumbing fixtures (including exposed pipes); polished chrome, brass or similar fixtures; [do not clean bath tub on a weekly basis but wipe down with cleaner only in accordance with E11.1 (d) (i) A)];
 - (ii) Use separate and identifiable cleaning cloths for the cleaning of washrooms from other facilities. Toilets and urinals are to be cleaned using separate equipment or cloths;
 - (iii) 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.
- (b) SANITARY AND WASTE RECEPTACLES:
 - (i) Remove and empty liners;
 - (ii) Clean receptacles with germicidal detergent; and
 - (iii) Replace liners.
- (c) TOILET TISSUE HOLDERS AND DISPENSERS:
 - (i) Clean interior and exterior of dispensers with germicidal detergent; and
 - (ii) Then, restock all toilet tissue holders, soap, sanitary and towel dispensers.
- (d) FLOORS:
 - (i) Wet mop floors and wall bases with a non filming detergent solution,
 - (ii) Clean floors, wall bases, and corners.
- (e) TOILET PARTITIONS, DOORS AND HANDLES:
 - (i) Spot clean with germicidal cleaner.
- (f) MISCELLANEOUS: 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 and piping.

E3.1.2 MONTHLY TASK

- (a) TOILET PARTITIONS, DOORS AND HANDLES
 - (i) Clean entire surfaces with germicidal cleaner.

E4. ALL RESILIENT AND NON-RESILIENT FLOORS

E4.1 All resilient and non-resilient floors will consist of: floors, including materials made of vinyl and ceramic. Building cleaning services shall be performed as follows:

E4.1.1 WEEKLY TASK

- (a) FLOORS:
 - (i) Wash with neutral detergent
- (b) CORNERS, BASES AND EQUIPMENT:
 - (i) Wipe all surfaces of spray residue.

E5. FURNITURE

E5.1 Furniture shall consist of: cabinet/bookcase, fabric chairs, phone desk and boardroom table. Building cleaning services shall be performed as follows:

E5.1.1 WEEKLY TASK

- (a) FURNITURE:

- (i) Reception Area furniture, vestibule, counters, and boardroom furniture

E5.1.2 MONTHLY TASK

(a) FURNITURE:

- (i) Clean all furniture: credenzas, bookcases, desks, file cabinets, tables, furniture glass, and desk lamps;
- (ii) Clean and polish all furniture framing and legs: table in boardroom only;
- (iii) Fabric upholstered furniture – vacuum fabric, dust arm and leg frames.

E6. WINDOWS

E6.1 Windows shall consist of: glass. Building cleaning services shall be performed as follows:

E6.1.1 WEEKLY TASK

(a) INTERIOR:

- (i) Spot clean all interior glass surfaces of the vestibule and main entrance doors only. (Cleaning of the exterior glass of the vestibule is not required).

E7. STORAGE AREA

E7.1 Storage areas shall consist of: three storage rooms in suite side of building, including storage room (stationery room) off the Boardroom. Building cleaning services shall be performed as follows:

E7.1.1 WEEKLY TASK

(a) FLOORS:

- (i) Sweep and damp mop with a neutral detergent.

(b) CARPETS:

- (i) Vacuum carpets without moving boxes or furniture, except light furniture (ie: chairs).

E8. JANITORIAL AREAS

E8.1 Janitorial areas shall consist of: paper and waste storage areas and men's washroom storage area. Building cleaning services shall be performed as follows:

E8.1.1 DAILY TASK

(a) ALL ROOMS:

- (i) Keep rooms/areas tidy;
- (ii) Empty mop pails after use;
- (iii) Sweep and mop floors, ensure all excess water is removed;
- (iv) Empty waste containers;
- (v) Clean interior and exterior of waste containers;
- (vi) Clean sinks; and
- (vii) Keep rooms, particularly sinks and waste containers, free from offensive odours.

(b) EQUIPMENT:

- (i) Clean equipment;
- (ii) Place equipment in an orderly manner;
- (iii) Clean mops and cloths;
- (iv) Store mops and cloths neatly;
- (v) Store chemicals, paper products, equipment and materials neatly;
- (vi) No soiled mops or cleaning cloths shall be left in use on Site.

E9. PRODUCTS, CHEMICALS, SUPPLIES AND EQUIPMENT

E9.1 The Contractor shall ensure that:

General:

- (a) Only the pre-approved listed products, chemicals, supplies and equipment are within or 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,

Chemicals:

- (c) All chemicals are stored in a safe manner and to the satisfaction of the Contract Administrator;
- (d) 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;
- (e) 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, Parzine 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;

M.S.D.S.:

- (f) Current Materials Safety Data Sheets (M.S.D.S.) are available for all products on site and be contained in a binder specifically marked M.S.D.S. in each area where chemicals are stored or dispensed;
- (g) Written approval shall be obtained from the Contract Administrator prior to using a product that does not have a current M.S.D.S. The written approval to use the product shall be kept in the M.S.D.S. binder referred to in E9.1(f);

Supplies and Equipment:

- (h) Cleaning cloths, dry mops, wet mops, finish applicator mops, wall washing mops and extendable dusters are of a launderable type;
- (i) Laundered clean and dried mops and cloths are on site and used at the start of each shift and/or cleaning function;
- (j) Feather dusters and non-launderable (straight string) mops are not on, or for use, at the site. However, washable lambs wool or polywool, extendable handle dusters may be used for safety to perform higher level work;
- (k) Cleaning equipment, carts, etc., are maintained in a clean and operable state, and washable filters, tools, hoses, etc., are thoroughly cleaned weekly;
- (l) Carpet sweepers are not permitted on, or for use in the premises, while 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;
- (m) Ergonomic style back-pack vacuums with approved filtration systems may be used for carpeted stairs and traffic lane vacuuming;
- (n) All cleaning equipment, ladders, etc., stored or used on site, are inspected regularly and maintained in a state acceptable to current W.C.B. regulations and be C.S.A. approved.
- (o) Where adequate lockable space has been provided, the approved products, electrical and minor equipment, such as floor pails, wringers, vacuums, etc., utilized in the day to day delivery of the service are available for regular inspection, in the provided space. All

products and equipment used for the Work shall be subject to inspection by the Contract Administrator;

- (p) Any items, minor equipment, supplies, etc., which do not conform to the specifications contained herein or which the Contract Administrator deems as potentially harmful to persons or surfaces are removed from the Site.

E9.2 The Contract Administrator shall:

- (a) remove and dispose of products found on Site that have no M.S.D.S. or written pre-approval by the Contract Administrator, as will any items, minor equipment, supplies, etc., which have been banned by these Standards or which the Contract Administrator deems as potentially harmful to persons or surfaces, for the protection of the client.

E10. CLEANING RESULTS

E10.1 **Mandatory:**

- (a) Liners for all washroom receptacles, whereas separate or special liners may be utilized for recyclables;
- (b) The use of an effective germicidal detergent and clean cloths.

E10.2 **General:**

- (a) The Contractor is advised that in order to meet the requirements of the Specifications, products, chemicals, supplies or equipment, over and above those specified herein and approved by the Contract Administrator may be required.
- (b) The Contractor is reminded that prior to providing any alternate or additional products, chemicals, supplies or equipment on Site, prior written approval of the Contract Administrator must be obtained;
- (c) The Contractor is reminded that the term "Clean" in most cleaning applications within these Specifications means the use of colour coded cleaning cloths, a pail containing appropriate cleaning product and physical handwork to friction clean. Paper towels may only be used in the cleaning of glass/mirror type surfaces.

E10.3 The **objective** of the City and expected results of the building cleaning service performed by the Contractor, shall be the Contractor shall ensure that:

- (a) All surfaces (horizontal and vertical) clean and be free of: finger marks, mop and/or detergent streaks, surface stains, water marks, black marks, soap scum, mildew/mould, dust, spots, surface stains, loose and caked soil; debris, loose paper, mop strings; odours, cleaning solution, heavy accumulation of finish, spray residue, water spillage, washing line marks, and scars from equipment (hand and/or machine);
- (b) Surfaces are clean and bright and in a condition equal to that of the intended finish of the surface, where reasonably possible;
- (c) All rooms/areas specified in E2.1 through and including E8 and E12 are clean, neat and tidy and free of debris, to present an overall attractive appearance of cleanliness;
- (d) Floors exhibit a uniform sheen with reflective properties. This level of floor care is to be maintained at all times;
- (e) All 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;
- (f) Nap on rugs and carpets are to be laid in one direction.
- (g) No waste or recycle holding containers or baskets are to be placed upon desks or tables during cleaning operations;
- (h) Corners, edges and crevices are clean;
- (i) Bare hands are not used to handle or sort any waste/recyclables for health and safety reasons;

- (i) Liners are to be removed holding them away from the body.
- (j) When washing both walls and ceilings, wash walls first, then wash the ceilings;
- (k) For Floors:
 - (i) Care must be taken throughout mopping operation to prevent cleaning solutions from collecting against and under furniture legs and cabinets;
 - (ii) After scrubbing, neutralizing, recoating and burnishing, no evidence of improper finish applications to exist;
 - (iii) Sufficient coats of sealer is applied;
 - (iv) Sufficient coats of floor finish to offer floor protection;
 - (v) To clean under furniture and equipment without marring or damaging same;
 - (vi) All furniture and equipment moved prior to cleaning, must be returned to their original locations;
- (l) 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;
- (m) For Paper Products:
 - (i) Toilet paper and paper towels must fit existing dispensers. Alternate dispensers must be approved by the Contract Administrator before installation.

E11. EXCLUSIONS

E11.1 General:

- (a) Copying machines;
- (b) Typewriters;
- (c) Adding machines;
- (d) Cash registers;
- (e) Dictating equipment;
- (f) Plants;
- (g) Microfilm readers;
- (h) Audio and/or visual equipment;
- (i) Computer equipment, including:
 - (i) keyboards;
 - (ii) printers;
 - (iii) servers;
 - (iv) monitors;
- (j) CRT terminals;
- (k) Art objects;
- (l) Personal accessories, including but not limited to:
 - (i) Ceramics;
 - (ii) Ornaments; and
 - (iii) free standing pictures.
- (m) Mechanical areas;
- (n) Boiler rooms;
- (o) Parking areas; and

- (p) Storage cupboards;
- (q) Basement; and
- (r) External Storage.

E12. LOCATION AND SCHEDULE OF WORK

E12.1 SECTION A – 3001 Notre Dame Avenue – Brookside Cemetery:

- (a) LOCATION: Main Floor
- (b) SCHEDULE OF WORK:
 - (i) Summer Season
March 1 to October 31
Monday and Thursday between 16:30 hours and 08:00 hours
 - (ii) Winter Season
November 1 to February 28 (29 in a Leap Year)
Friday between 16:30 hours and 08:00 hours
- (c) ADDITIONAL DAILY TASKS
 - (i) The Contractor shall:
 - A) sign in (upon arrival) and sign-out (upon completion of Work) in the book provided at the front counter.
 - (ii) Remove spider webs, etc. from inside building;
- (d) ADDITIONAL MONTHLY TASKS
 - (i) The Contractor shall:
 - A) Wipe down for dust the bathtub and ceramic tile, located in the staff washroom in the suite side of the building.

E13. CLEANING FREQUENCY

E13.1 The Contractor shall provide cleaning services in accordance with the Cleaning Requirements.

E13.2 The frequency of cleaning shall be as indicated by the following code:

Code Frequency

D Daily
W Weekly
M Monthly

E14. HOLIDAYS OBSERVED

E14.1 Normally no cleaning services will be required on the following holidays, unless otherwise stated in E12:

- (a) New Years Day - January 1*
- (b) Good Friday
- (c) Monday following Easter Sunday
- (d) Victoria Day
- (e) July 1st*
- (f) 1st Monday in August
- (g) 1st Monday in September
- (h) Thanksgiving Day
- (i) Remembrance Day - November 11*

(j) Christmas Day - December 25*

(k) Boxing Day - December 26*

* or the first subsequent working day if these statutory holidays fall on a Saturday or a Sunday.

E15. MATERIALS AND EQUIPMENT

E15.1 The Contractor shall supply all materials and equipment necessary and advisable to perform the services to the standard specified in this Contract, including but not limited to:

(a) Sufficient materials to be applied in accordance with the manufacturer's instructions. All materials that are used must meet "Canadian General Standards Board" (CGSB) specifications as listed below:

(b) CAN/CGSB-2.1-96 Skin Cleaning Lotion, Type 1

(c) CAN/CGSB-2.46-95 Toilet Bowl and Urinal Cleaning Compound, Type 1

(d) CAN/CGSB-2.55-97 Glass Cleaner

(e) CAN/CGSB-2.60-92 Remover for Water-Emulsion Floor Polish and Wax
and Amendment
dated Apr. 1995

(f) CAN/CGSB-2.107-92 General Purpose Built Liquid Detergent

(g) CAN/CGSB-2.160-95 General Purpose, Germicidal Detergent, Type 3

(h) CAN/CGSB-2.180-94 Carpet and Upholstery Shampoo

(i) CAN/CGSB-25.3-92 Buffable, Water-Emulsion Floor Wax

(j) CAN/CGSB-25.10-96 Furniture Polish, Type 1

(k) Paper Towels (singlefold) shall be from the following approved products list:

(i) Approved Products list:

A) Product No. 101766, Décor White by Cascades; or

B) Product No. SB1840, Main Street White by SCA; or

C) Product No. SK1850E, Main Street Natural by SCA; or

D) Product No. 01010(West), Embassy Premium by Scott Paper; or

E) Product No. 01900(West), White Swan by Scott Paper.

(l) Paper Toilet Tissue (2 ply, white) shall be from the following approved products list:

(i) Approved Products list:

A) Product No. 74045, New Horizon by Cascades; or

B) Product No. 74058, North River by Cascades; or

C) Product No. 48040, Scott (Surpass) by Kimberly-Clark; or

D) Product No. 05131, Embassy by Scott Paper; or

E) Product No. 5700(W), Purex by Scott Paper.

E15.2 The Contractor shall supply all washroom supplies including, without limitation, toilet tissue, and paper towels (to fit existing dispensers), liquid hand soap, plastic trash bags, deodorant blocks and other similar products. All washroom supplies shall meet the "Canadian General Standards Board" (CGSB) specifications.

E15.3 The Contractor shall provide an extra supply of toilet tissue and paper towels on Site for emergency replacement by building Users.

E15.4 Where required, the Contractor shall supply paper towels and liquid hand soap to lunch rooms, kitchenettes and coffee stations.

E15.5 The Contractor shall ensure that all dispensers are filled to adequate levels with the supplies identified in Clause No. E15.2, E15.3, and E15.4.

E15.6 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.

E16. IDENTIFICATION OF MATERIALS

E16.1 The Bidder shall identify all materials proposed to be used, and shall provide within 48 hours of a request by the Contract Administrator, 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.

E17. TESTING OF MATERIALS

E17.1 The City may periodically take samples of cleaning materials for analysis by an independent laboratory to ensure uniform quality of materials during the term of the Contract.

E17.2 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.

E17.3 The City will notify the Contractor in writing if any materials, based on the analysis, do not meet the original specifications of this Contract.

E17.4 The Contractor shall during the term of the Contract, use only such materials as specified herein or such other materials as shall be approved from time to time by the Contract Administrator.

E18. GENERAL STANDARDS AND QUALITY OF SERVICE

E18.1 The Contractor shall ensure that all services expressly described (and reasonably implied in this Contract in the opinion of the Contract Administrator) and materials to be provided meet the optimum standard of workmanship, cleanliness, sanitation, safety and efficiency and shall without limitation:

- (a) ensure that no surfaces are damaged by materials or their application;
- (b) all residues of cleaning materials, dust and other matter are removed at the completion of each cleaning; and
- (c) remove all waste/trash resulting from cleaning and deposit in designated bins.

E19. STORAGE

E19.1 The City of Winnipeg shall make available designated storage areas for the purpose of storing the cleaning materials and equipment used by the Contractor during the term of this Contract and any renewals.

E19.2 The Contractor shall:

- (a) store materials and equipment in the designated areas only;
- (b) clearly identify all containers in the designated area as to material content;
- (c) post in a conspicuous place in the designated storage areas safety precautions regarding the materials;
- (d) ensure that all storage areas used by the Contractor are secured so as to be accessible only by authorized personnel of the Contractor and the City;
- (e) 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.

E20. SECURITY OF FACILITY

- E20.1 The Contractor shall ensure that, at all times, when his employees or representatives are in the facility that the facility is kept secure from entry by unauthorized persons.
- E20.1.1 Upon leaving the building, these employees or representatives of the Contractor shall ensure that all windows and screens are closed and secured, and all entrances to the building are properly locked with alarms set as required.
- E20.1.2 If security system is to be left in the OFF mode, because a Civic employee is still in the building, the Contractor must first advise the Civic employee that he has completed their Work and is leaving and secondly inform Central Control at 986-2382 that he is leaving the security OFF because a Civic employee is still in the building.
- E20.1.3 Failure by the Contractor to set the alarms, as required, causing the City to dispatch City personnel to set the alarm(s), will result in a \$100.00 Service Fee, per occasion, charged to the Contractor.

E21. DEFECTIVE WORK

- E21.1 The sum fixed for Defective Work for this Contract, per scheduled Working Day, per location, as follows:
- (a) Brookside Cemetery Administration Building \$10.00
- E21.2 Further to E21.1, the Contractor will be given a grace period of ten (10) Working Days to learn the building and refine his cleaning methods. He/she will then be expected to comply fully with the cleaning requirements outlined in the Contract.

E22. NOTIFICATION OF PROBLEMS

- E22.1 The Contractor shall immediately notify the City of Winnipeg, Central Control Office at 986-2382 (24 hour service) if any problems or unusual conditions are observed at the Site.
- E22.2 The following day, the Contractor shall inform Neil Avery of the problems or unusual conditions that had occurred by calling Neil on his cell (794-4258) or office phone (986-4069), or if Neil is not available, call the main office line at 986-4348.

E23. PERSONNEL

- E23.1 The Contractor shall ensure that all their employees engaged in the execution of this Contract are experienced janitors and are properly trained in the handling of cleaning materials and equipment including use and storage according to manufacturer's instructions.
- E23.2 The Contractor shall supervise their employees and shall ensure that all such employees behave at all times in a manner appropriate to persons in a Civic facility and shall without limitation ensure that all the Contractor's employees:
- (a) are dressed in a clean, neat and respectable manner;
 - (b) personal hygiene meets acceptable standards;
 - (c) behave in a courteous and polite manner to City personnel and other persons in the facility;
 - (d) are careful with all property that is in or a part of the facility;
 - (e) do not smoke while on the premises;
 - (f) are able to communicate effectively in English; and
 - (g) refrain from using profanity.
- E23.3 The Contractor shall ensure that all its employees working in these facilities have proper identification in the form of:
- (a) a uniform bearing the name of the company (only);

- (b) a photo identification badge, must be worn at all times while on the premises.

E24. COMMUNICATION

- E24.1 The Contractor shall have on the Site, a minimum of one (1) employee during all service scheduled Work, who can receive and carry out written and verbal instructions in English or requests that fall within the Contract requirements, and to effectively relay in a timely manner any which fall outside the Contract requirements, such as flooding, building security problems, plumbing needs, etc.
- (a) Further, it is expected that this person will be familiar with the Site Task Schedule and the Cleaning Requirements, all of which form part of the Contract.
 - (b) The Contractor shall provide to the Contractor's employees performing Work at the Site, a copy of: Part E-Specifications, Drawings, and Table A – Cleaning Requirements, and the copy shall be kept in the janitor's storage room for their referral.

**TABLE A - CLEANING REQUIREMENTS
 PLANNING PROPERTY & DEVELOPMENT DEPARTMENT
 BROOKSIDE CEMETERY,
 3001 NOTRE DAME AVENUE**

Cleaning all unobstructed horizontal and vertical surfaces

LOCATION	Sweep with Brook and/or Treated Mop	Wash with cleaner	Remove Spots and Stains	Wipe with Cleaner	Vacuum	Dust	Refill Dispenser	Disinfect	Empty refuse, replace plastic bags, remove refuse to designated area
Floor Tile (Asphalt, Vinyl, Mastic)	W	W	W					W	
Ceramic Tile – Unglazed	W	W	W						
Carpet – Wall to Wall					W				
Door Mats					W				
Sheet Flooring	W	W	W						
Carpet Savers		W							
Plastic, Drywall (painted/unpainted)			W	W					
Base Cove			W	W					
Doors, Frames and Hardware			W	W					
Waste Receptacles including Kitchen Receptacle			W	W				W	W
Sinks			W	W				W	
Dispensers: Paper Towel, toilet tissue & soap			W	W			W	W	
Toilet Tanks, Seats Hinges & Bases			W	W				W	
Urinals			W	W				W	
Plumbing Fixtures (chrome)			W	W				W	
Mirrors			W	W					
Interior Glass (up to normal door height)			W	W					
Janitor Sink in Men's washroom			W	W				W	
Tables & Legs (in Boardroom)						W			
Counter Tops & Sides (main entrance only)			W	W				W	
Furnishings: finished wood surfaces						W			
Furnishings: chrome surfaces			W	W				W	
Bathtub and Ceramic Tile (located in staff washroom, suite side)				M					

Revised November 22, 2004

D – Daily
 W – Weekly
 M – Monthly