



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 686-2008

**PROVISION OF BUILDING CLEANING SERVICES AT WINNIPEG TRANSIT
DEPARTMENT, 421 OSBORNE STREET**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF BUILDING CLEANING SERVICES AT WINNIPEG TRANSIT DEPARTMENT, 421 OSBORNE STREET

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, October 14, 2008.

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

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

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Bidder 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.

B3.2.1 Bidders must sign an attendance sheet before and after completing the walk-through tour.

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 at the reception desk on the Main Floor. The location, dates and time is as follows:

- (a) Site: 421 Osborne Street
- Date: October 1, 2008 or October 3, 2008
- Time: 10:00 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. ADDENDA

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

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

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

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

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

B6. SUBSTITUTES

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

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

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

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

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

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

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

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

B7. BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B7.4 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, may result in the Bid being determined to be non-responsive.
- B7.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.7 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B7.7.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.8 If the Bid is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.
- B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B8. BID

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

B9. PRICES

- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work, for each year, identified on Form B: Prices as follows:
- B9.1.1 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 day that they will require to provide building cleaning services, in accordance with Part E – Specifications, on Form B: Prices. The minimum number of person hours per day of cleaning is 10 hours.
- B9.1.4 Notwithstanding C11.1.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

- B9.2 Further to B9.1.1, 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.
- B9.2.1 The payroll costs shall include the employer's contribution for the following: CPP deductions, Workers Compensation Coverage (WCB), Employment Insurance.
- B9.3 The provincial minimum wage can be found at:

<http://www.gov.mb.ca/labour/labmgt/resbr/wages/histmin.html>
- B9.4 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.
- B9.5 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.
- B9.6 Prices from Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- 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 day 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:
(a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
(b) be financially capable of carrying out the terms of the Contract; and
(c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B10.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
(a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt/debar.stm>.
- B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
(a) have successfully carried out work similar in nature, scope and value to the Work; and
(b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and

- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).

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

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

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

B11.1 Bid Submissions will not be opened publicly.

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

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

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

B12. IRREVOCABLE BID

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

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

B13. WITHDRAWAL OF BIDS

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

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

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

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

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

B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B14. EVALUATION OF BIDS

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

- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10.1 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B6.

B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.

B14.4 Further to B14.1(c), 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 1.73% = 2.42%;
- (iii) W.C.B – 1.69% (averaged cost for Janitorial firms);
- (iv) The total payroll costs that are legally required are determined to be 9.06%.

B14.4.2 The person hours per day 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 in accordance with B14.
- B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.
- B15.4 Notwithstanding C4.1 and C4.2, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B15.5 The Contract Documents, as defined in C1.1(n), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the provision of building cleaning services for the period of January 1, 2009 to December 31, 2011 at:

(a) 421 Osborne Street , approximately 28,701 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, 2008.

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) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;

(b) "**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;

(c) "**C.S.A.**" means the Canadian Standards Association 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;

(d) "**Calendar Day**" means the period from one midnight to the following midnight;

(e) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;

(f) "**W.C.B.**" means the Workers Compensation Board.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Alex Vecherya
Facilities Maintenance coordinator
421 Osborne Street
Transit Department
Winnipeg MB R3L 2A2

Telephone No. (204) 986-5812

Facsimile No. (204) 479-5430

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

D5. CONTRACTOR'S SUPERVISOR

D5.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.

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

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

D6. NOTICES

D6.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg
Chief Financial Officer
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

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

D8. INSURANCE

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

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

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

D8.2 Deductibles shall be borne by the Contractor.

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

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

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

D9. PERFORMANCE SECURITY

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

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

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

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

D10. SECURITY CLEARANCE

D10.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence.

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

- (a) Form P-612 Check the following boxes: Vulnerable Sector; and Other by inputting the Bid Opportunity Number in the space provided. This form can be found on the website at: www.winnipeg.ca/police/BPR/forms/Criminal_Record_Check_P612.doc
 - (i) Individuals will need to state in Section 2 of the form, that they may be working in City of Winnipeg pools, libraries and community centres;
 - (ii) Individuals will need to sign and date Section 3 of the form.
- (b) Two (2) pieces of identification as stated in Bureau of Police Records on the website at: www.winnipeg.ca/police/BPR/id.stm

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

CONTROL OF WORK

D11. COMMENCEMENT

- D11.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D11.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
- (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the insurance specified in D8;
 - (iv) the performance security specified in D9; and
 - (v) the security clearances specified in D10.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- (c) Materials Safety Data Sheets for all products proposed to use at the City of Winnipeg Transit Department, 421 Osborne Street.

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, Transit Department, Accounts Payable, 421 Osborne Street Winnipeg MB R3L 2A2 .

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

FORM H1: PERFORMANCE BOND
(See D9)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

BID OPPORTUNITY NO. 686-2008

PROVISION OF BUILDING CLEANING SERVICES AT WINNIPEG TRANSIT DEPARTMENT, 421
OSBORNE STREET

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

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

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

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

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

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

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

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

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 686-2008

PROVISION OF BUILDING CLEANING SERVICES AT WINNIPEG TRANSIT DEPARTMENT,
421 OSBORNE STREET

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

(Name of Contractor)

(Address of Contractor)

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

_____ Canadian dollars.

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

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

Partial drawings are permitted.

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

(Address)

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

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

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

(Date)

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

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

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

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 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	WINNIPEG TRANSIT REPAIR AND OVERHAUL FACILITY
A-1.a	WINNIPEG TRANSIT ADMINISTRATION BUILDING. BASEMENT
A-1.b	ADMINISTRATION BUILDING – MAIN FLOOR
A-1.c	ADMINISTRATION BUILDING – SECOND FLOOR
A-1.d	WINNIPEG TRANSIT INSTRUCTIONS AND TRAFFIC SERVICES
A-1.e	COMMUNICATION DEPARTMENT

E1.4 Further to E1.2, Drawing A-1 indicates shaded areas where building cleaning services shall be performed by the Contractor.

E1.4.1 Drawings A-1.a through A-1.e show details of A-1.

E2. WORK - CLEANING STANDARDS

E2.1 INTERIOR OF BUILDING: Entrances, lobbies, waiting areas, rooms, corridors (open and closed areas), meeting and conference rooms, common areas, coffee stations, coffee-lunch room areas and/or rooms, basements, storage rooms, cafeteria, and washrooms.

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) Where required, the scheduled transportation of recyclables to the designated location takes place.

(b) TELEPHONES, FURNISHINGS, AND FITTINGS IN PUBLIC ACCESS AREAS:

- (i) Clean with germicidal detergent; and
- (ii) Carefully clean touch pads of office phones, avoiding de-programming.

(c) FABRIC UPHOLSTERED FURNITURE:

- (i) Vacuum/dust frames.

(d) SILLS AND LEDGES:

- (i) Clean window sills, partition ledges, baseboards and mouldings.

(e) HARD SURFACE FLOORING:

- (i) Clean floors as follows:

- A) A water soluble dry mop treatment may be used for dust mopping, however, the electrostatic type which do not require any treatment are preferred; and
 - B) An effective free rinsing detergent solution shall be used for damp/wet mopping.
- (f) CARPETED AREAS, INCLUDING STAIRS AND MATS:
- (i) Vacuum and spot clean carpets, rugs:
 - A) Vacuum carpet wall to wall; and
 - B) Vacuum only, entrance mats.
 - (ii) Move all light furniture, excluding desks, screens, and cabinets; and
 - (iii) Dust/damp mop "carpet saver" mats.
- (g) WALLS, DOORS, WOODWORK, GLASS PARTITIONS:
- (i) Spot clean and remove smudges.
- (h) WATER FOUNTAINS:
- (i) Clean all surfaces with germicidal detergent; and
 - (ii) Clean walls and floors around the drinking fountain(s).

E2.1.2 WEEKLY TASK

- (a) FURNITURE: plastic, wood, vinyl and leather
- (i) Clean all furniture: credenzas, bookcases, desks, file cabinets, tables, furniture glass and desk lamps;
 - (ii) Clean and polish all furniture framing and trim; and
 - (iii) Spot clean fabric as required.

E3. WASHROOM FACILITIES

E3.1 All public and private washrooms and other areas where sinks and/or dispensers are installed.

E3.1.1 DAILY TASK

- (a) INTERIOR AND EXTERIOR SURFACES:
- (i) Clean with germicidal detergent: wash basins; toilet seats; bowls and bases, exposed flush tanks; urinals; and plumbing fixtures (including exposed pipes); polished chrome, brass or similar fixtures;
 - (ii) Use separate and identifiable cleaning cloths for the cleaning of washrooms from other facilities. Toilets and urinals are to be cleaned using separate equipment or cloths;
 - (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; and
 - (iv) Parazine blocks are not permitted, however, water soluble packets of enzymes, enzyme tablets or granules, or approved urinal maintainers formulated with acids and detergents held in a mat frame may be used as necessary.
- (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;
 - (iii) Ensure floor drains are not blocked and no odour emanating from floor drains;
 - (iv) Machine scrub floors with detergent solution including toilet bases;
 - (v) Apply sealer as required; and
 - (vi) Where directed, maintain floors with sufficient coats of water base sealer. A minimum of three coats of finish to be applied over the sealer.
- (e) MISCELLANEOUS: Partitions, walls, including the enamel surfaces, doors and ledges.
- (i) Spot clean with germicidal cleaner;
 - (ii) Clean with germicidal cleaner;
 - (iii) Clean partitions and walls from the bottom up; and
 - (iv) Clean and polish all mirrors, frames, powder shelves and bright work, including flush meters, piping and toilet seat hinges.

E3.1.2 WEEKLY TASK

- (a) FLOORS:
- (i) Pour clean water in floor drains, or as directed.

E4. ALL RESILIENT AND NON-RESILIENT FLOORS

E4.1 Including vinyl, corlon, mondo, terrazzo, ceramic, and quarry.

E4.1.1 DAILY TASK

- (a) FLOORS:
- (i) Prepare floor by scrubbing and neutralizing prior to a system of finishing.
- (b) CORNERS, BASES AND EQUIPMENT:
- (i) Wipe all surfaces of spray residue.

E4.1.2 WEEKLY TASK

- (a) FLOORS:
- (i) Burnish all hard surfaces, and wear areas as required; and
 - (ii) Re-coat wear areas as required.

E4.1.3 YEARLY TASK

- (a) FLOORS:
- (i) Scrub/strip and remove all soil, stains, seal and old floor finish;
 - (ii) Neutralize rinse, then
 - (iii) Rinse with at least two (2) clear warm water rinses; then
 - (iv) Wet vacuum each time after rinsing;
 - (v) Re-seal/re-coat floors;
 - (vi) Allow sufficient drying time between applications;
 - (vii) Refinish floors by applying sufficient coats of slip resistant finish (minimum of four) environmentally responsible finishes to be used; and
 - (viii) Burnish floors to a uniform sheen, with slip resistant finish.

E5. VERTICAL SURFACES, HIGH CLEANING

E5.1 High cleaning down to window sills, partition ledges, including doors/frames, ledges, picture frames, charts, graphs, wall louvers, exposed pipes, clocks, etc.

E5.1.1 YEARLY TASK

- (a) VERTICAL AND HORIZONTAL SURFACES OTHER THAN WALLS:

- (i) Dust or wipe with damp cloth and polish where required.

E6. FURNITURE, SHOWCASES, FILE CABINETS, DIVIDERS, DRAPES, ETC.

E6.1 Furniture, showcases, cabinets, bookcases, credenzas, cupboards, file cabinets, dividers, drapes, curtains, etc.

E6.1.1 MONTHLY TASK

(a) FURNITURE:

(i) Fabric:

- A) Vacuum dividers, both sides.

(ii) Leather:

- A) In maintaining leather, only an approved, guaranteed light cleaner and conditioner from a professional firm specializing in leather care can be used; and
- B) Under no circumstances can the following be used: caustic chemicals, leather preparations containing alcohol or petroleum distillates such as turpentine or mineral spirits, waxes, saddle soap, silicone products, aerosol sprays, Armoral/Protectol or like products or preparations that impair the ability of leather to breath, or stain other fabrics (ie: silk).

(iii) Vinyl:

- A) Clean vinyl with a waterless hand cleaner (brush if required);
- B) Application of a polish/protectant where required, on all vinyl furniture; and
- C) Clean washable furniture with a neutral detergent.

(iv) Wood:

- A) Clean washable surfaces with a neutral detergent; and
- B) Polish furniture with the appropriate furniture polish.

- (v) Guidance and direction from the Contract Administrator is to be obtained before cleaning or applying polish to vinyl, arborite and/or other furniture finishes.

(b) WINDOW COVERINGS:

- (i) Vacuum drapes and curtains, both sides;
- (ii) Vacuum tracks; and
- (iii) Curtains and drapes should be left neatly pleated.

E7. AIR VENTS

E7.1 Ceiling and Wall Type

E7.1.1 MONTHLY TASK

(a) ALL VENTS

- (i) Clean with a neutral cleaner.

E8. WINDOWS/PLEXIGLASS/LEXAN

E8.1 Glass, frames, sashes, sills and mouldings.

E8.1.1 DAILY TASK

(a) INTERIOR:

- (i) Spot clean all interior glass/Plexiglas/Lexan surfaces.

(b) INTERIOR AND EXTERIOR:

- (i) Entrance glass and sidelights.

E9. STORAGE AREA

E9.1 Storage areas, basements and supply vaults.

E9.1.1 MONTHLY TASK

(a) **FLOORS:**

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

(b) **OTHER THAN FLOORS:**

(i) Dust the following:

- A) light fixtures;
- B) overhead beams;
- C) ledges;
- D) pipes; and
- E) other hanging objects.

E10. JANITORIAL ROOMS

E10.1 Janitors' Rooms, Utility Rooms.

E10.1.1 DAILY TASK

(a) **ALL ROOMS:**

- (i) Keep room tidy;
- (ii) Empty mop pails after use;
- (iii) Sweep and mop floors, ensure all excess water is removed;
- (iv) Wash walls from bottom up, avoid streaks, soil spots or line marks on ceiling;
- (v) Empty waste containers. If required, store waste neatly in Janitor's Room;
- (vi) Clean interior and exterior of waste containers;
- (vii) Clean sinks; and
- (viii) 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; and
- (vii) Remove and launder or bag-seal for regular scheduled pickup.

E11. PRODUCTS, CHEMICALS, SUPPLIES AND EQUIPMENT

E11.1 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, Transit Department, 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 E11.1(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.

E11.2 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.

E12. CLEANING RESULTS

E12.1 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.

E12.2 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.

E12.3 The **objective of the City and expected results of the building cleaning service performed by the Contractor, shall be:**

- (a) All surfaces (horizontal and vertical) clean and free of: finger marks, mop and/or detergent streaks, surface stains, water marks, black marks, soap scum, mildew/mould, dust, spots, surface stains, loose and caked soil; debris, loose paper, mop strings; odours, cleaning solution, heavy accumulation of finish, spray residue, water spillage, washing line marks, and scars from equipment (hand and/or machine);
- (b) Surfaces are clean and bright and in a condition equal to that of the intended finish of the surface, where reasonably possible;
- (c) All rooms/areas specified in E2.1 through and including E10 and E14 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.

E13. EXCLUSIONS

E13.1 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 rooms;
- (q) Garage areas; and
- (r) Stairways.

E14. LOCATION AND SCHEDULE OF WORK

E14.1 SECTION A – 421 Osborne Street – Transit Department

- (a) LOCATION: Basement, Main, Second Floor
 - (i) Administration Building main floor (A-1.b) and second floor (A-1.c), not including stairwells;
 - (ii) Transit Instructions offices and classrooms;

- (iii) Traffic Services Office;
 - (iv) Overhaul and Repair Shop Conference Room and Superintendent's Offices;
 - (v) Overhaul and Repair Shop Supervisor's Locker Room and Offices;
 - (vi) Time Keepers' room in the Administration Building basement;
 - (vii) Dispatch office and open area in the Administration Building basement;
 - (viii) Rest room in the Administration Building basement;
 - (ix) Canteen open area in the Administration Building basement;
 - (x) Men's washroom, women's washrooms and shower in the Administration Building;
- (b) SCHEDULE OF WORK:
- (i) All areas of Repair and Overhaul Facility excluding Communications System Branch (Drawing A-1)
 - (A) Basement, Main and Second Floor
 - a. Monday to Friday between 17:00 hours and 06:00 hours
 - (ii) Communications System Branch only
 - (A) Main Floor
 - a. Every Wednesday between 14:30 hours and 16:30 hours
 - (iii) Communications Systems Branch only, on a monthly basis [as stated in E15.1 (c)]
 - (A) Main Floor
 - a. First Wednesday of every month between 12:30 hours and 16:30 hours
- (c) ADDITIONAL MONTHLY TASK(S) (First Wednesday of every month):
- (i) Strip, re-wax and buff the floor in the Radio shop and front entrance corridor;
 - (ii) Vacuum stores area.

E15. CLEANING FREQUENCY

E15.1 The Contractor shall provide cleaning services in accordance with the Tables A, B, C, D and E Cleaning Requirements.

E15.2 The frequency of cleaning shall be as indicated by the following code:

Code Frequency

- D Daily – Monday through Friday, except for Communications Systems Branch which shall be Wednesday only
- W Weekly – each Wednesday
- M Monthly – First Wednesday of each Month
- SM Semi-Annually (April and October)

E16. HOLIDAYS OBSERVED

E16.1 Normally no cleaning services will be required on the following holidays, unless otherwise stated in E14:

- (a) New Years Day - January 1*
- (b) Louis Riel Day – 3rd Monday in February
- (c) Good Friday
- (d) Monday following Easter Sunday
- (e) Victoria Day
- (f) July 1st*
- (g) 1st Monday in August
- (h) 1st Monday in September
- (i) Thanksgiving Day

- (j) Remembrance Day - November 11*
- (k) Christmas Day - December 25*
- (l) Boxing Day - December 26*

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

E17. MATERIALS AND EQUIPMENT

E17.1 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

E17.2 The City will supply:

- (a) Toilet tissue;
- (b) Paper towels; and
- (c) Trash bags.

E17.3 The Contractor shall ensure that supplies at each Site are maintained at adequate levels by requesting such supplies from designated locations.

E17.4 The Contractor shall ensure that all dispensers are filled to adequate levels with the supplies identified in Clause E17.2.

E17.5 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.

E17.6 The Contractor shall ensure that all dispensers are filled to adequate levels with the supplies identified in Clause No. E17.2.

E17.7 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.

E18. IDENTIFICATION OF MATERIALS

E18.1 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.

E19. TESTING OF MATERIALS

E19.1 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.

E19.2 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.

E19.3 The City will notify the Contractor in writing if any materials, based on the analysis, do not meet the original specifications of this Contract.

E19.4 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.

E20. GENERAL STANDARDS AND QUALITY OF SERVICE

E20.1 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.

E20.2 The Contractor shall inspect each Site weekly and leave a copy of a written report of the Work performed, identifying and deficiencies and the corrective action taken.

E21. STORAGE

E21.1 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.

E21.2 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.

E22. SIGN IN/OUT

E22.1 The Contractor shall ensure that at all times when his/her employees or representatives are in the facility, that they:

E22.1.1 UPON ARRIVAL

- (a) Individually sign their name in on the "WORK SIGN IN/OUT" sheet;
- (b) Obtain a key (1 of 2 keys) for the facility by signing their name in on the "KEY SIGN IN/OUT" sheet; and

E22.1.2 UPON LEAVING

- (a) Individually sign their name out in the "WORK SIGN IN/OUT" sheet;
- (b) Return the key for the facility by signing their name in the "KEY SIGN IN/OUT" sheet upon leaving the facility.

E23. DEFECTIVE WORK

E23.1 The sum fixed for Defective Work for this Contract, per scheduled Working Day, at 421 Osborne Street is \$50.00.

E23.2 Further to E23.1, 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.

E23.3 Building Cleaning Inspections are carried out at each location once a week on random days. In addition to the fixed sum for Defective Work for this Contract, the Contract Administrator, at his discretion, will impose an inspection fee of \$25.00 per cleaning inspection, for all additional inspections required to ensure compliance with specifications.

E24. PENALTY CLAUSE

E24.1 If the Contractor fails to show up for work, the cleaning may be performed by City staff at a cost of \$23.11 per hour, with the amount to be deducted from the monthly invoice.

E24.2 Where the total daily person hours worked in a month falls short of the required monthly total, the Contractor will be paid based on these hours.

E24.3 Where the total daily person hours worked in a month exceeds the required monthly, the Contractor will be paid based on the maximum monthly rate.

E25. PERSONNEL

E25.1 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.

E25.2 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.

E25.3 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.

E25.4 The Contractor and their employees must wear safety shoes while working in Repair Shops areas at Winnipeg Transit and Overhaul Facilities in offices identified on Drawing No. A-1 as locations 2, 3, 4, 5, 6, 7, 8, 9 10 and 11.

E26. COMMUNICATION

E26.1 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.

E27. ENQUIRIES DURING CONTRACT

E27.1 The Contractor shall provide a local Winnipeg, or toll-free, telephone number, and facsimile where available, at which enquiries may be placed.

E27.2 The Contractor shall make provisions to receive inquiries, by any of the means identified in E27.1 at all times between 7:00 a.m. and 4:30 p.m. on Business Days.

**TABLE A - CLEANING REQUIREMENTS: FLOORS
 TRANSIT DEPARTMENT**

Cleaning all unobstructed horizontal and vertical surfaces

LOCATION	Remove Spots, Stains, and Graffiti	Sweep with Broom and/or Treated Mop	Hand or Machine Wash with Cleaner	Spray Buff, Polish and/or Burnish	Strip and Refinish Floor	Vacuum	Disinfect
Floor Tile (Asphalt, Vinyl, Mastic)	D	D	D	D	SA		
Quarry Tile – Glazed	D	D	D				
Quarry Tile – Unglazed	D	D	D	W	SA		
Ceramic Tile – Glazed	D	D	D				D
Ceramic Tile – Unglazed	D	D	D	W	SA		D
Marble	D	D	D	W	SA		
Terrazzo	D	D	D	W	SA		
Concrete Floor Areas (no drain)	D	D	D				
Carpet – Wall to Wall	D					D	
Walk-on Mats (fabric covered)						D	
Walk-on Mats (rubber/vinyl)						D	
Sheet Flooring	D	D	D	D	SA		
Linoleum	D	D	D	D	SA		
Radio Shop Floor	D				M		
Stores area						M	

Revised October 6, 2005

- D - Daily
- W – Weekly
- SA – Semi-Annually
- M – Monthly

**TABLE B - CLEANING REQUIREMENTS: WALLS
 TRANSIT DEPARTMENT**

Cleaning all unobstructed horizontal and vertical surfaces

LOCATION	Remove Spots, Stains, and Graffiti	Wipe with Cleaner	Disinfect	Vacuum/Wash	Treat with Wood Material
Carpet Wall	D			M	
Ceramic Wall Tile	D	D	D		
Concrete (painted/unpainted)	D				
Plaster, Drywall (painted/unpainted)	D				
Concrete Block (painted/unpainted)	D				
Wood Panelled Wall	D				D
Vinyl Covered Wall	D	D			
Marble	D	D			
Limestone	D				
Brick/Brick Veneer	D				
Base Cove	D	D			
Partition (fabric covered) Not full ceiling height	D			M	
Partitions (metal, painted) Not full ceiling height	D	D	W		
Metal (Painted) Wall	D	D			
Stainless Steel Surfaces	D	D			
Plastic Laminate Surfaces	D	D			
Wallpaper	D				
Fabric Covered Wall	D			M	

Revised September 9, 2002

D - Daily
 W - Weekly
 M - Monthly

**TABLE C - CLEANING REQUIREMENTS: FURNISHINGS & FIXTURES - 1
 TRANSIT DEPARTMENT**

Cleaning all unobstructed horizontal and vertical surfaces

LOCATION	Remove Spots, Stains, and Graffiti	Wipe with Cleaner	Dust	Disinfect	Vacuum / Wash	Empty & Clean	Remove Refuse to Designated Area	Supply Plastic Trash Bags	Refill Dispensers	Remove Recyclables to Designated Area
Ashtrays (exterior of building)		D		D		D				
Waste Receptacles	D	D		D		D	D	D		
Recycle Receptacles Contents:										
Paper										D
Sinks	D	D		D						
Drinking Fountains	D	D		D						
Dispensers	D	D		D					D	
Toilets & Seats	D	D		D						
Urinals	D	D		D						
Plumbing Fixtures (chrome)	D	D		D						
Mirrors	D	D								
Interior Glass (up to normal door height)	D	D								
Window Blinds (Venetian)	D				M					
Window Sills & Ledges	D	D	D							
Railings, Banisters	D	D	D	W						
Janitor Sink					D					

Revised September 9, 2002

D - Daily
 W - Weekly
 M - Monthly

**TABLE D - CLEANING REQUIREMENTS: FURNISHINGS & FIXTURES – 2
 TRANSIT DEPARTMENT**

Cleaning all unobstructed horizontal and vertical surfaces

LOCATION	Remove Spots, Stains, and Graffiti	Wipe with Cleaner	Dust	Disinfect	Vacuum
Desk Side Panels & Legs	D	D	D		
Tables & Legs	D	D	D		
Counter Tops & Sides	D	D	D	D	
Filing Cabinets	D	D	D		
Credenzas	D	D	D		
Cabinets	D	D	D		
Desk Lamps		D	D		
Bookcases	D	D	D		
Library Book Shelves	D	W	D		
Telephones (incl. Payphones & enclosures)	D	D		W	
Chesterfields/Sofas					M
Upholstered Easy Chairs					M
Chairs (Vinyl & Plastic covered)					M
Chairs (Vinyl/plastic only)	D			D	
Furnishings (finished wood/chrome surfaces)	D	D			

Revised September 9, 2002

D - Daily
 W – Weekly
 M - Monthly

**TABLE E - CLEANING REQUIREMENTS: FURNISHINGS & FIXTURES – 3
 TRANSIT DEPARTMENT**

Cleaning all unobstructed horizontal and vertical surfaces

LOCATION	Remove Spots, Stains, and Graffiti	Wipe with Cleaner	Dust	Disinfect	Vacuum/ Wash
Coat Racks and Hat Shelves	D	W	D		
Stainless Steel Surfaces	D	D			
Doors, Frames and Hardware	D	D			
Grilles (Air Supply & Exhaust)					M
Lockers (steel/wood)	D	D	D	M	
Radiators	D	D	D		
Shelves (other than library bookshelves)	D		D		
Directory Cases	D	D	D		
Display Cases	D	D	D		
Entrance & Exit Gates	D	D			
Plastic Signs (not exceeding normal door height)		D			
Study Desks	D	D			
Rubber Handrails	D	D		D	

Revised September 9, 2002

D - Daily
 W - Weekly
 M - Monthly