



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 829-2013

PROVISION OF LINEN AND MAT SERVICES

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF LINEN AND MAT SERVICES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, November 21, 2013.

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. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B3.2 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.

B3.3 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.

B3.4 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.

B3.5 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.

B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. CONFIDENTIALITY

B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B5. ADDENDA

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

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- 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/she 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/her Total Bid Price upon the specified item but

may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with 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.

B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.5, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B14.1(a).

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, will be evaluated in accordance with B14.1(a).

B7.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.

B7.7 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B7.7.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.

B7.8 If the Bid is submitted by facsimile transmission, it shall be submitted to 204 949-1178

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

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

B8. BID

B8.1 The Bidder shall complete Form A: Bid, making all required entries.

B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;

- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

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/her own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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 identified on Form B: Prices.

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

B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. QUALIFICATION

B10.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and

- (b) be financially capable of carrying out the terms of the Contract; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B10.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- B10.4 Further to B10.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>)
- B10.5 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.
- B10.6 The Contractor shall, upon request of the Contract Administrator, supply a sample of fasteners being used, attached to the materials offered. The fasteners shall be the same type of fastener used on the garments throughout the term of the Contract unless receiving prior approval from the Contract Administrator.
- B10.7 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 Bids 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 website 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 website 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/her 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/her Bid after the Submission Deadline but before his/her 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, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
 - (c) Bid Price;
 - (d) Where no Min. Usage % is applicable: Approx. Annual inventory x Unit Price/cycle;
 - (e) Where Min. Usage % is applicable: Approx. Annual Inventory x 40% x Unit Price/cycle;
 - (f) economic analysis of any approved alternative pursuant to B6;
 - (g) costs to the City of administering multiple contracts.
- 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/her Bid or in other information required to be submitted, that he/she 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 item shown on Form B: Prices.
- B14.4.1 Further to B14.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B14.5 Further to B14.1(e), for comparison purposes, the greater of the minimum usage percent, or 40% will be used to evaluate all items for which a minimum usage is applicable. (40% traditionally being the percent of garments the Contractor has been required to clean per cycle).
- B14.5 This Contract may be awarded as a whole (Alternative 1) or separately in sections (Alternative 2) as identified on Form B: Prices.
- B14.5.1 Notwithstanding B9.1, the Bidder may, but is not required to, bid on both alternatives, or on any one or more sections in Alternative 2.
- B14.5.2 Notwithstanding B15.3, the City shall not be obligated to award any section to the responsible Bidder submitting the lowest evaluated responsive Bid for that section and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on both alternatives or on all sections in Alternative 2, he/she shall have no claim against the City if his/her partial Bid is rejected in favour of an award of the Contract on the basis of an alternative or section upon which he/she has not bid.

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/her Bid upon written request to the Contract Administrator.
- B15.4 Notwithstanding C4.1, 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)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 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 major components of the Work are as follows:

- (a) Deliver goods in the appropriate quantities to the various City locations prior to Contract start date;
- (b) Supply rented goods, pick up soiled goods and deliver cleaned goods;
- (c) Pick up Contract goods after the contract expiry date.

D2.2 The Work to be done under the Contract shall consist of The Provision of Linen and Mat Services for the period from February 1, 2014 until January 31, 2015, with the option of five (5) mutually agreed upon one (1) year extensions.

D2.2.1 The City may negotiate the extension option with the Contractor within sixty (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations. Changes resulting from such negotiations shall become effective on the anniversary date of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.3 Further to D2.1, the Contractor shall ensure goods are ordered and shall be prepared to start service on February 1, 2014. In the event that new garments are not ready for the start of the Contract, the Contractor shall supply temporary replacement garments, acceptable to the Contract Administrator and Users, until new clothing/garments are received.

- (a) Work shall be performed on a 7 day and/or a 14 day cycle basis[whichever is awarded - except for Item 1 which shall require 3 times a week delivery] during the term of the Contract, f.o.b. destination, freight prepaid, to various locations within the City of Winnipeg, including Hadashville, East Braintree and Ross, Manitoba.
- (b) For all Users [except Transit] - Work shall be performed and completed between 8:30 a.m. and 2:00 p.m., Monday to Friday, except for Statutory Holidays;
- (c) For Transit – Work shall be performed and completed between 7:30 a.m. and 8:00 a.m. Monday to Friday, except for Statutory Holidays (to facilitate the internal issue of garments prior to 9:00am to employees).
- (d) Upon award, the Contractor shall make arrangements to measure employees for correct size of garments and throughout the Contract maintain garments to fit employee's size. The Contractor shall re-measure employee(s) when requested by User;
 - (i) Table A lists intended work locations, provided for the convenience of the Bidder only;
 - (ii) Although the Contract Administrator may provide the Contractor with lists indicating department/address/ type of garment/ employees names/quantities/ size, the Contractor shall measure for most current size.
- (e) The Work shall consist of the garment issue being completely replaced by the Contractor in the 3rd year and provided to Departments for the contract anniversary date of that year.

D2.4 The Work shall be done on an "as required" basis during the term of the Contract.

D2.4.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator.

- D2.4.2 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.
- D2.4.3 Work shall be completed within two (2) Working Days of the placing of an order, except where otherwise agreed at the time of ordering.

D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
- (a) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
 - (b) "**7 day cycle**" means once per week delivery, except Item No. 1 which will require three times per week delivery^;
 - (c) "**14 day cycle basis**" means once every second week delivery.

D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:
Rachel Eccles, SCMP (C.P.P.)
Contracts Officer
Telephone No. 204 986-2451
Facsimile No. 204 949-1178
- D4.2 Bids Submissions must be submitted to the address in B7.7.
- D4.3 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/her employ.
- D5.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

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

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

D7. NOTICES

D7.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer

Facsimile No.: 204 949-1174

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D9. INSURANCE

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

- (a) Commercial general liability insurance in the amount of at least two millions dollars (\$2,000,000) all inclusive, with The City of Winnipeg to be added as an additional insured, such liability policy to contain a cross liability clause, contractual liability, non-owned automobile liability and products and completed operations cover to remain in place at all times during the performance of the Work;
- (b) Automobile liability insurance covering all motor vehicles owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Services. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (c) Bailee's customer's goods insurance while property of others is under your care, custody or control, such insurance to be maintained during the duration of the services.
- (d) 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.

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D9.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

- D9.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

CONTROL OF WORK

D10. COMMENCEMENT

- D10.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D10.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the workers compensation coverage specified in C6.14; and
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D11. ORDERS

- D11.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D12. RECORDS

- D12.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D12.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
 - (b) order date(s);
 - (c) service date(s); and
 - (d) description and quantity of services provided.
- D12.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D13. INVOICES

- D13.1 Further to C11, the Contractor shall submit an invoice for each portion of work performed delivered to:

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

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

- D13.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of work performed;

- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D13.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D13.4 Bids Submissions must be submitted to the address in B7.7.

D14. PACKING SLIPS

D14.1 The Contractor shall provide a packing slip(s) to the User upon delivery. The packing slip shall contain the following, as a minimum:

- (i) Delivery Department, Division and location.
- (ii) Item description;
- (iii) Quantity picked up and delivered of soiled garments per employee including employee name (if applicable);
- (iv) Quantity of all other items delivered and picked up.

D14.1.2 If the packing slip is not provided at delivery, the Contractor shall provide it within two (2) Business Days.

D15. PAYMENT

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

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

D16. PURCHASING CARD

D16.1 The Contractor shall allow Users to charge items to their purchasing cards at no extra cost.

D16.2 The Contractor's credit card website/gateway shall have appropriate current Payment Card Industry Data Security standards (PCI DSS) certification, (<https://www.pcisecuritystandards.org/index.shtml>). The credit card gateway shall meet the credit card data security requirements outlined by the Payment Card Industry Security Standards Council (PCI SSC) for service providers and/or software vendors.

WARRANTY

D17. WARRANTY

D17.1 Warranty is as stated in C12.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 The Contractor shall provide linen services in accordance with the requirements hereinafter specified.
- E1.3 The Contractor shall have a "Control" system in place to match garments for prevention of loss or misplacement. An example has been included on page 4 of 7 of the Specifications. The Contractor's version shall minimally include the information noted.
- E1.3.1 The Contractor shall replace lost or misplaced garments with an equivalent garment at the Contractor's expense.
- E1.3.2 The City will be responsible for Contractor's garments, while in its care and possession. Garments lost or damaged beyond reasonable repair other than through normal wear will be paid for at the Contractor's replacement cost, unless otherwise agreed upon by the Contract Administrator.
- E1.4 The Contractor shall designate a field representative to deal with inquiries and/or complaints.
- E1.4.1 The field representative shall have the authority to effect remedies;
- E1.4.2 The field representative shall respond to any complaint within 1 (one) Business Day of notification and shall arrange within 1 (one) Business Day thereafter for resolution of complaint.

DETAILED SPECIFICATIONS:

- E1.5 **Section A: Rental and Cleaning of Clothing** - the Contractor shall:
- (a) Sew a City of Winnipeg crest onto all Section A garments (Crest will be supplied by the City).
 - (b) For **Item No. 4**, the material used for this garment must be Indura Flame Retardant. This item will be used by Welders and employees doing occasional spot welding;
 - (c) Pre-shrink clothing prior to sizing, **except Item No. 4** which shall have a minimum of two (2) pre-washes prior to sizing;
 - (d) Ensure garments that are to be blue in colour shall harmonize in colour and shall not clash;
 - (e) Replace garments that are no longer repairable or that are unacceptable in appearance to the User, or unsafe. The garment shall be replaced with a better condition garment, same type of garment, sized to the employee and acceptable to the User;
 - (f) Repair torn garments and return repaired garment with the next scheduled delivery. If the garment is not ready for the next scheduled delivery day, a replacement garment, being of the same type and size garment in for repair, shall be supplied on a temporary basis;
 - (g) For Item No. 1 to 15, replace faulty fasteners (ie: posts, buttons, snaps, buckles), and/or zipper;
 - (h) On a quarterly basis perform an inventory count of garments with the User, at each applicable City location, throughout the term of the Contract:
 - (i) Confirmation must be sent via email to the Contract Administrator, no later than ten (10) Business Days from the beginning of that quarter-year, proof that an inventory count of garments at each location has been performed.

- E1.5.1 Garments shall be returned in the following manner:
- (a) supply garment repair tags or memos to the Users;
 - (b) supply all garments on hangers;
 - (c) sort all garments by name for each facility (sorted by employee in bundles of garments issued to the User) and provide the paperwork to match the garments with Users;
 - (d) hang garments on racks in each facility;
 - (e) provide a hanger holder for large facilities. The hangers shall be removed upon the next delivery; and
 - (f) ensure garments are delivered dry (not damp).
- E1.5.2 The garments shall be as follows:
- (a) Ranging in various sizes and shall accommodate custom sizes (ie: size 66 T).
 - (b) Items No. 2, 3 and 5 - 11 shall be the employees choice of material made of:
 - (i) 100% cotton; or
 - (ii) 65% polyester/35% cotton (blend);
 - (c) Item No. 2 and 3 shall be as follows:
 - (i) Item No. 2: with 3M #8940 reflective tape, and in accordance with CAN/CSA Z96-09;
 - (ii) Item No. 3: without reflective tape;
 - (d) Item No. 1 shall be made of 100% cotton, or 65% polyester/35% cotton (blend), and shall be white in color, (except where additional garments are required):
 - (i) will be required on a seasonal basis between approximately April 15 to approximately October 15 of each year (three times a week delivery);
 - (ii) In the event that additional garments are required beyond the normal seasonal quantities, a substitute color may be acceptable but only with the approval from the City;
 - (e) Item No. 4, 14 and 15 shall be Indura Ultra Soft (flame retardant material);
 - (i) Item No. 4 and 14 shall have a label fixed securely to the outside of the garment or to the inside of the collar area of the garment bearing the words "Indura" or "Flame Retardant";
 - (ii) Item No. 15 shall have a label fixed securely to the outside of the garment to the inside of the waistband of the garment bearing the words "Indura" or "Flame Retardant".
 - (f) Item No. 7 shall have pockets and side slits sewn shut (garments will be used in a facility counting currency);
 - (g) Item No. 8, 9 and 15 shall have a fly zipper, a waist band fastener and belt loops;
 - (h) Items No. 10 and 11 shall be the employees choice of length of sleeve as follows:
 - (i) Alternative (1): short sleeve (ss);
 - (ii) Alternative (2): long sleeve (ls);
 - (iii) or a combination of both Alternatives.
 - (i) Items No. 1, 2, 3, 4, 5, 6, 7, 10, 11, 12,13 and 14 shall:
 - (i) Bear the employee's first name and (if requested) first initial of last name, crested with ½" letters, and firmly attached to the garment above the right breast pocket. The name must be legible during the life of the garment. In the case of identical first name and first initial of last name, a middle initial shall be included;
 - (ii) Where a garment will be used as a spare, the letters "Spare" crested with ½" letters, and firmly attached to the garment above the right breast pocket must be eligible during the life of the garment;

- (iii) Have a label fixed securely inside the collar area of the garment, bearing employees name [first name, middle initial, and last name], and size of garment;
 - (j) Items No. 2, 3, 5, 7, 8 and 10 shall be available in either a dark blue; or a lighter blue (color selection shall be the User's choice);
 - (k) Items No. 3- 7 (for long sleeve) and 10,12 and 14, shall have fasteners on fronts and at wrist cuffs. The fasteners shall close firmly and remain fastened shut until employee opens garment;
- E1.5.3 Pursuant to B10.6, fasteners shall be the same type of fastener used on the garments throughout the term of the Contract.
- E1.6 **Cleaning of City Owned Goods:**
- E1.6.1 Item No. 16, 17 and 18 - the Contractor shall:
 - (a) Pick up soiled garments and deliver cleaned garments;
 - (b) Press lab coats after cleaning (Item No. 17 only);
- E1.7 **Rental and Cleaning of Towels:**
- E1.7.1 Item No. 19 through to 23 – The Contractor shall:
 - (a) Supply goods in the sizes listed on Form B: Prices;
 - (b) Maintain the appearance of the goods and replace goods that are no longer repairable, unacceptable in appearance to the User, or unsafe;
 - (i) Note: Printer towels will contain ink and solvent from the Print Shop.
- E1.8 **Section B: - Rental and Cleaning of Mats and Mops, Item No. 25 through to 37, The Contractor shall:**
 - (a) Supply goods in the sizes listed on Form B: Prices;
 - (b) Maintain appearance of goods and replace goods that are no longer repairable, unacceptable in appearance to the User, or unsafe.

Cleaning of City Owned Goods
 Psoft Contract XXXX Psoft Vendor ID XXXX Bid Opp 829-2013
 February 1, 2014 - January 31, 2015 (option of 5 one-year extensions)
 Contractor T: XXX-XXXXF: XXX-XXXX
 City Contract Administrator: xxxxxxxxxxxxxxxxx

**EMPLOYEE SIGN OUT / CONTRACTOR RETURN
 VERIFICATION For Cleaning of City Owned Goods**

Pick-Up Date: _____

Return Date: _____

| <u>Barcode #</u> | <u>Size</u> | <u>Employee Name</u> | EMPLOYEE clothing OUT | CONTRACTOR Clothing RETURNED |
|------------------|-------------|--|--|---|
| 1 | | | | |
| 2 | | | | |
| 3 | | <i>Contractor provides linen bag at pick-up/delivery location</i> | | |
| 4 | | <i>Contractor tags City-owned lab coats with barcode and suffix "NOG" (Not Our Garment)</i> | | |
| 5 | | <i>Employee Sign Out /Contractor Return form accompanies all City owned goods</i> | | |
| 6 | | <i>City employee places their lab coat in the "bag" AND clearly signs "LAB COAT OUT" field</i> | | |
| 7 | | <i>At pick-up Contractor verifies OUT garments noted correlate with INVENTORY in the bag</i> | | |
| 8 | | <i>At delivery Contractor verifies RETURN garments noted correlate with inventory in the bag</i> | | |
| 9 | | | | |
| 10 | | | | |
| 11 | | | | |
| 12 | | | | |
| 13 | | | | |
| 14 | | | | |
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| 24 | | | | |
| 25 | | | | |

TABLE A – LOCATIONS

Street No. Street

| | |
|------|---|
| 444 | Adsum Drive |
| 601 | Aikins Street |
| 130 | Allard Avenue |
| 1215 | Archibald Street |
| 735 | Assiniboine Park Drive |
| 525 | Banting Drive |
| 200 | Berry Street |
| 294 | Bertrand Street |
| 699 | Broadway Avenue |
| 480 | Chalmers Avenue |
| 1377 | Clarence Avenue |
| 909 | Concordia Avenue |
| 15 | Conservatory Drive |
| 2020 | Corydon Avenue, Unit A |
| 2355 | Corydon Avenue |
| 685 | Dalhousie Drive |
| 370 | Daly Street N. |
| 10 | Des Meurons Street |
| 377 | Dufferin Avenue |
| 100 | Ed Spencer Drive, St. Mary's & Perimeter (S.E.W.P.C.C.) |
| 65 | Ellen Street |
| 850 | Empress Street |
| 270 | Flora Avenue/510 King Street |
| 10 | Fort Street |
| 726 | Furby Street |
| 65 | Garry Street, Main Floor |
| 321 | Garry Street |
| 2325 | Grant Avenue |
| 3 | Grey Street |
| 255 | Hamilton Avenue |
| 361 | Hargrave Street |
| 260 | Hartford Avenue |
| 1050 | Henderson Hwy, Unit 3A |
| 200 | Isabel Street |
| 223 | James Avenue |
| 709 | Keewatin Avenue |
| 901 | Kimberly Avenue |
| 510 | King Street |
| 430 | Langside Street |
| 799 | Logan Avenue |
| 210 | Lyle Street |
| 910 | Maginot Street |
| 510 | Main Street – Admin. Bldg. |
| 510 | Main Street – Council Bldg. |
| 1085 | Main Street |
| 1520 | Main Street |
| 2015 | Main Street – Kildonan Park Office |
| 2021 | Main Street |
| 2170 | Main Street |
| 2230 | Main Street (N.E.W.P.C.C.) – Lab |
| 2230 | Main Street (N.E.W.P.C.C.) – Plant Operations |
| 360 | McPhillips Street – Collection Branch |
| 360 | McPhillips Street – Control Branch |
| 1375 | McPhillips Street |
| 2546 | McPhillips Street |
| 500 | Natahaniel Street |

2055 Ness Avenue
3001 Notre Dame Avenue
535 Oakdale Drive
421 Osborne Street – Carpenter Shop
421 Osborne Street – East Entrance Office, Main Floor
421 Osborne Street – East Entrance Office, 2nd Floor
421 Osborne Street – Handi-Transit/Instruction
421 Osborne Street – in front of elevator
421 Osborne Street – Radio Shop
421 Osborne Street – Stores
421 Osborne Street – Traffic Services Section
421 Osborne Street – Wash rack
421 Osborne Street – West Entrance Office, Main Floor
421 Osborne Street – West Entrance Office, 2nd Floor
625 Osborne Street
1155 Pacific Avenue, Unit 105
1220 Pacific Avenue
1277 Pacific Avenue
1887 Pacific Avenue West
401 Pandora Avenue
730 Pandora Avenue
644 Parkdale Street
1350 Pembina Hwy
2835 Pembina Hwy
1500 Plessis Road
1891 Plessis Road
552 Plinguet Street – Public Works, Fleet Mgmt
552 Plinguet Street – Water Services
598 Plinguet Street – Civil Branch
598 Plinguet Street – Mechanical
598 Plinguet Street – Railway
180 Poplar Avenue
378 Portage Avenue
495 Portage Avenue
2490 Portage Avenue
3040 Portage Avenue, Unit M
25 Poseidon Bay
55 Princess Street
151 Princess Street, 5th Floor
151 Princess Street – Drug Unit
151 Princess Street – Garage
151 Princess Street – Identification Unit
171 Princess Street
227 Provencher Blvd
233 Provencher Blvd
849 Ravelston Avenue
141 Regent Avenue – Transcona Historical Museum
385 River Avenue
5000 Roblin Blvd
770 Ross Avenue
1400 Rothesay Street
1410 Rothesay Street
1295 Salter Street
845 Sargent Avenue
999 Sargent Avenue
381 Sherbrook Street
80 Sinclair Street
90 Sinclair Street
1867 Springfield Road

590 St. Anne's Road
598 St. Mary's Road
1086 St. Mary's Road, Unit A
185 Tecumseh Street
195 Tecumseh Street
215 Tecumseh Street
1121 Wabasha Street
1111 Wall Street
55 Watt Street
545 Watt Street
565 Watt Street
1539 Waverley Street
1567 Waverley Street
659 ½ Wellington Avenue / 752 McGee Street
328 Whittier Avenue
320 Whytewold Road
7740 Wilkes Avenue (W.E.W.P.C.C.)
380 William Avenue
East Braintree, Manitoba
Hadashville, Manitoba
Ross, Manitoba