



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 490-2021

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

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

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

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon. Winnipeg time, September 3, 2021.

B2.2 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 Proponent shall attend a Site Investigation in accordance with B3.5. Attendance is mandatory, and the Proposal of any Proponent not having attended will be rejected on the basis that it is non-responsive.

B3.2 The Proponent is advised that the Site Investigation includes a walk-through, review of the floor plans and the Work that needs to be done. The site investigations **do not include** all work locations and is only representative of the nature of the site where work will be required and representative of the type of service that will be required.

B3.3 The Proponent shall not be entitled to rely on any information or interpretation received at the Site Investigation unless that information or interpretation is the Proponent'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, Proponents shall meet on the Main Floor, Front lobby at each location. The locations, dates and times are as follows:

- (a) Site: Fort Rouge Leisure Centre; 625 Osborne Street
Date: August 24, 2021 or August 25, 2021
Time: 9:00 a.m.
- (b) Site: Pan Am Pool; 25 Poseidon Bay
Date: August 24, 2021 or August 25, 2021
Time: 10:30 a.m.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

B4.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent 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 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

- B4.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.
- B4.6 The Proponent 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.
- B4.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

- B5.1 Information provided to a Proponent by the City or acquired by a Proponent 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 Proponent before receipt hereof; or
 - (b) becomes publicly known other than through the Proponent; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.3 Addenda will be available on the MERX website at www.merx.com.
- B6.4 The Proponent is responsible for ensuring that he/she/they has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D5.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

- B7.4 The Proponent shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent 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 B19.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. PROPOSAL SUBMISSION

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal;
 - (b) Form B: Prices in accordance with B10;
 - (c) Technical Plan in accordance with B14; and
 - (d) Experience of Proponent and Key Personnel in accordance with B15.
- B8.2 Further to B8.1, the Proponent should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Proposal shall be fully completed or provided, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely to constitute a responsive Proposal.

- B8.4 Proponents are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.5 Technical Plan format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Technical Plan should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.
- B8.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B8.6.1 Proposals will **only** be accepted electronically through MERX.
- B8.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal document, including the General Conditions, will be evaluated in accordance with B19.1(a).
- B8.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B9. PROPOSAL

- B9.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B9.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B10. PRICES

- B10.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.1.1 Notwithstanding C12.2.3, 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.
- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B11. DISCLOSURE

- B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B11.2 The Persons are:
- (a) N/A

B12. CONFLICT OF INTEREST AND GOOD FAITH

- B12.1 Further to C3.2, Proponents, by responding to this Request for Proposal, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B12.2 Conflict of Interest means any situation or circumstance where a Proponent or employee of the Proponent proposed for the Work has:
- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Request for Proposal process or the Work; or
 - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Request for Proposal process) of strategic and/or material relevance to the Request for Proposal process or to the Work that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.
- B12.3 In connection with its Proposal, each entity identified in B12.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;

- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Request for Proposal process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B12.4 Without limiting B12.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

- B12.5 Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its employees proposed for the Work;
 - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Proponent or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Proponent if the Proponent, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B13. QUALIFICATION

B13.1 The Proponent 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 Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent 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.

B13.2 The Proponent 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 <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

B13.3 The Proponent 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;
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
- (d) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F -

B13.4 The Proponent 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 Proponent and of any proposed Subcontractor.

B13.5 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B14. TECHNICAL PLAN

B14.1 Proponents shall address each area of the Technical Plan in sufficient detail to show clearly how effectively the Work will be done. All Proponents shall submit the following information in support of meeting the evaluation criteria. It is recommended that the Technical Plan be submitted following the format below (which should include, but not be limited to the following points):

Organization and Management

B14.2 The Proponent shall describe, how they will provide the staff necessary to perform all Services as specified in the Statement of Work as it pertains to the team's organization, services to be managed, and proof of the Contractor's resources, if and when needed, by providing the following (but not limited to):

- (a) Overall Proponent's Organization:
 - (i) An organization Chart for the Proponent.
 - (ii) Key personnel position title and length of time with the Proponent as they relate to the assigned roles and responsibilities.
- (b) Team proposed to be assigned to this Contract:
 - (i) An outline indicating the number of personnel that would be utilized to carry out the services. The number of personnel should be broken-down to reflect the number of superintendents, supervisor(s)/cleaners, day cleaners, evening cleaners and weekend cleaners.
- (c) Monitoring of Staff:
 - (i) A detailed description of the Proponent's intended methods to supervise and monitor the staff to ensure the work performance adheres to the quality standards specified in this Request for Proposal. This should include the number of hours for the working supervisor(s).
- (d) Absenteeism of Staff:
 - (i) A detailed narrative of how the Proponent would remedy the quality of diminished janitorial services provided due to a high level of absenteeism (staffing approach).

Health & Safety

B14.3 The Proponent shall describe how they will adhere to all health and safety measures pertaining to accident prevention and fire hazards recommended by National and Provincial codes and/or prescribed by the authorities having jurisdiction concerning the equipment, work habits, and procedures. In addition, adequate training of personnel assigned to perform operations such as use of chemicals, use of equipment, etc., is also required in relation to the measures the Proponent takes to maintain a healthy and safe working environment, the type of training provided to employees, and the number of employees trained in specific programs. Please provide the following (including but not limited to):

- (a) Programs:
 - (i) A detailed description of the Health and Safety Program or practices currently in place, including training and monitoring of staff performance necessary to maintain a healthy and safe working environment and adhere to all health and safety measures pertaining to accident prevention and fire hazards recommended by National and Provincial codes and/or prescribed by the authorities having jurisdiction concerning the equipment, work habits, and procedures.
 - (ii) A detailed description of the Workplace Hazardous Materials Information System (WHMIS) training or practices.
 - (iii) A detailed description of the Safe Work Practices (SWP) training or practices.
 - (iv) A detailed description of Ergonomics training or practices.
 - (v) A detailed description of staff safety orientation or practices as per The Workplace Safety and Health Regulation, Part 2.2.1.
- (b) Health and Safety Training:
 - (i) Provide name(s) of supervisor(s) and employee(s) and type of training they have completed related to Health and Safety (e.g. Health and Safety, SHMIS, First Aid, other).
- (c) Emergency Cleanups:
 - (i) A detailed plan for the response to emergency cleanups (e.g. bodily fluids spills).

Quality Assurance

- B14.4** The Proponent shall describe how the quality standards described herein shall be strictly adhered to as it relates to the Proponent's commitment towards a quality organization and the Proponent's method of maintaining and improving quality services, by providing the following (but not limited to):
- (a) Quality Assurance (QA) Program:
 - (i) A detailed description of the QA program currently employed by the Proponent, including the employee involvement.
 - (b) Quality Assurance Training:
 - (i) Provide detailed description of QA Training and any other courses attended outside the organization given to employees to ensure quality service delivery.
 - (c) Resolution of Problems:
 - (i) A detailed description of how the Proponent proposes to resolve contentious issues related to the quality of services.

B15. EXPERIENCE OF PROPONENT AND KEY PERSONNEL

- B15.1** The Proponent shall demonstrate, in their response, that they have the ability to successfully carry out and manage the responsibilities as outlined in the Statement of Work, as it related to evidence that the Proponent has the required experience in janitorial services, and has proven past performance in this field of work, by providing the following (but not limited to):
- (a) Evidence of the Proponent's experience and past performance, which will be assessed on the submission of two (2) contracts or projects rendered for at least six (6) consecutive months within the past three (3) years, wherein the range of janitorial services provided are comparable to those described in this Request for Proposal. References may be a combination of government and/or other industry contracts, and must be verifiable.
 - (b) If the Proponent submits the reference in excess of the stated requirement above, only the references up to the identified limit will be evaluated. If the referenced project has not occurred within the past three (3) years, it will not be evaluated.
 - (c) For each reference provided, the Proponent should provide the information contained in the following:

- (i) Reference #1 shall include a combination of government and/or other industry contract;
- (ii) Reference #2 shall include a combination of government and/or other industry contract.
 - ◆ Name of Client organization or company;
 - ◆ Name, title, telephone number and/or facsimile number of contact;
 - ◆ Provide a detailed description of Project or Contract;
 - ◆ Approximate size in square feet of the cleanable area of the project/contract;
 - ◆ Location of the project or contract;
 - ◆ Approximate value of the project or contract;
 - ◆ Performance period of the project or contract.

Supervisor's Expertise and Experience

B15.2 The Proponent shall demonstrate, in their response, the it has in its employ, or access to, Supervisor(s) with the expertise to effectively supervise the work outlined in the Specifications and Statement of Work, as it pertains to the working Supervisor's janitorial service experience & proven past performance, and a contingency plan to be followed if performance is deemed below quality standards by its senior personnel, by providing the following (but not limited to):

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

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B16.1 Proposals will not be opened publicly.

- B16.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.
- B16.3 The Proponent is advised that any information contained in any Proposal may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B16.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.
- B16.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.
- B17. IRREVOCABLE OFFER**
- B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the next two lowest evaluated responsive Proponents and these Proponents shall be bound by their Proposals on such Work until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B18. WITHDRAWAL OF OFFERS**
- B18.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.
- B19. EVALUATION OF PROPOSALS**
- B19.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Proponent with the requirements of the Request for Proposal, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B13(pass/fail);
 - (c) Total Bid Price 40 pts;
 - (d) Technical Plan 50 pts;
 - (e) Experience of Proponent and Key Personnel 10 pts;
 - (f) economic analysis of any approved alternative pursuant to B7.
- B19.2 Further to B19.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B19.3 Further to B19.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in his/her Proponent or in other information required to be submitted, that he/she is qualified.
- B19.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B19.1(a) and B19.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

- B19.5 Further to B19.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown, and for each year shown on Form B: Prices.
- B19.6 Further to B19.1(d), the Technical Plan will be evaluated considering the information submitted in B14, and its likelihood of supporting continuous successful performance of the Work of the Contract.
- B19.7 Further to B19.1(e), the Experience of the Proponent and Key Personnel will be evaluated considering the information provided in response to B15.
- B19.8 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B19.9 This Contract will be awarded as a whole.

B20. AWARD OF CONTRACT

- B20.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B20.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B20.2.1 Without limiting the generality of B20.2, 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 Proposal 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.
- B20.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous Bid in accordance with B19.
- B20.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue a purchase order to the successful Proponent in lieu of execution of Contract Documents
- B20.4.1 The Contract documents as defined in C1.1(o)(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.
- B20.5 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B20.6 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.1.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the provision of building cleaning services at various facilities within the City of Winnipeg (**labour only on an hourly basis**), for the period starting January 1, 2022 to December 31, 2024, with the option of two (2) mutually agreed upon one (1) year extensions:

- (a) The City shall supply and maintain all the cleaning supplies required for each location.
- (b) The City will provide the Contractor with a work schedule showing dates and times service will be required. This schedule will include the number of labour hours required for each site location.

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

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

D2.1.3 Bidders are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

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. Proponents are advised that monies have been approved for work up to and including December 31, 2021.

D2.2.1 In the event that Council does not approve the annual budget for any year during this Contract, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon one hundred and twenty (120) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made against the City for damages of any kind resulting from the termination, including, but not limited to, on the ground of loss of anticipated profit on Work.

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

D2.4 Further to C12.4, 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. COOPERATIVE PURCHASE

D3.1 The Contractor is advised that this is a cooperative purchase.

- D3.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.
- D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.
- D3.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.
- D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods and/or services;
 - (b) a participant may specify a duration of contract shorter than the duration of this Contract;
 - (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
 - (d) any additional delivery charge identified and accepted in accordance with clause D3.4 and D3.5 will apply.
- D3.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.
- D3.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D4. DEFINITIONS

- D4.1 When used in this Request for Proposal:
- (a) "**C.G.S.B**" means the Canadian General Standards Board that complies with the latest edition of standards including amendments and supplements in effect on the date of issue of this Specification shall apply to the Work;
 - (b) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
 - (c) "**W.C.B.**" means the Workers Compensation Board.

D5. CONTRACT ADMINISTRATOR

- D5.1 The Contract Administrator is:
- Keith Bousquet
Supervisor of Building Operation Services
4th Floor, 185 King Street
Winnipeg MB R3B 1J1
- Phone No. 204 451-4087
Email Address: kbousquet@winnipeg.ca
- D5.2 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.

D6. CONTRACTOR'S SUPERVISOR

- D6.1 Further to C6.22, 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.
- D6.2 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.
- D6.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D7. NOTICES

- D7.1 Except as provided for in C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.
- D7.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D7.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D5.
- D7.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:
- The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

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

D9. INSURANCE

- D9.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or

damage including personal injuries and death resulting from any one accident or occurrence;

- (c) maintain and pay for an Employee Dishonesty Bond in an amount of not less than ten thousand dollars (\$10,000.00) covering all of the Contractor's employees, agents, and subcontractors involved in providing the services, for any direct loss of money or other property caused by a fraudulent or dishonest act, or acts, of the Contractor, Contractor's employees, agents or subcontractors. The Contractor is to provide a certified true copy of the bond, satisfactory to the Contract Administrator, prior to commencement of Work.

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.

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

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

D10. CONTRACT SECURITY

D10.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract 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 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 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 the Contract Price.

D10.1.1 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:

- (a) the version submitted by the Contractor must have valid digital signatures and seals;
- (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
- (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
- (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D10.1(b)

D10.1.2 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the

verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in its discretion, exercised reasonably, allows.

- D12.1.3 Digital bonds passing the verification process will be treated as original and authentic.
- D12.1.4 Where the contract 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 contract security.
- D10.2 The Contractor shall provide the City Solicitor with the required contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

CONTROL OF WORK

D11. COMMENCEMENT

- D11.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D11.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the insurance specified in D9; and
 - (iv) the contract security 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.

D12. LIQUIDATED DAMAGES

- D12.1 If the Contractor fails to achieve the Work of the Contract in accordance with Part E and within the time(s) specified in Part E, the Contractor shall pay the City Two Hundred and Fifty Dollars (\$250.00) per Working Day for each and every Working Day until the Work is complete.
- D12.2 The amount specified for liquidated damages in D12.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not complete the Work by the time fixed herein for same.
- D12.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D13. COVID-19 SCHEDULE DELAYS

- D13.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.
- D13.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D13.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient

evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.

- D13.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D13.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D13.5 The Work schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Contract Administrator.
- D13.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

D14. ENQUIRIES DURING CONTRACT

- D14.1 The Contractor shall provide a toll-free telephone number or an email address at which enquiries for service may be placed.
- D14.2 The Contractor shall provide a toll-free telephone number or an email address at which they may be contacted between the hours of 05:00 and 24:00 Sunday to Saturday throughout the year.
- D14.3 An answering service is acceptable, provided the Contractor returns calls within fifteen (15) minutes of a message from the City.
- D14.4 The Contractor is responsible to provide a response to ALL enquires for service within fifteen (15) minutes of the enquiry being made by the Contract Administrator or additional personnel authorized to represent the Work.

MEASUREMENT AND PAYMENT

D15. INVOICES

- D15.1 Further to C12, the Contractor shall submit an invoice for each portion of work performed to:
The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: 204 949-0864
Send Invoices to CityWpgAP-INVOICES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca
- D15.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) date of Service;
 - (c) service address;
 - (d) type and quantity of work performed;
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Contractor's GST registration number.
- D15.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D16. PAYMENT

D16.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D16.2 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D17. WARRANTY

D17.1 Notwithstanding C13, warranty does not apply to this contract.

FORM H1: PERFORMANCE BOND
(See D10)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____.)

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

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

RFP NO. 490-2021

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

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

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

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

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

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

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

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

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

(Date)

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

RE: CONTRACT SECURITY - RFP NO. 490-2021

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

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

(Name of Contractor)

(Address of Contractor)

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

_____ Canadian dollars.

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

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

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.

Except where they may conflict with the terms and conditions contained in this Letter of Credit, the International Standby Practices 1998 shall apply to this Letter of Credit. This Letter of Credit shall also be governed by and construed in accordance with the laws of the Province of Manitoba and of Canada as applicable therein, except to the extent that such laws are inconsistent with the International Standby Practices 1998. This Letter of Credit is subject to the exclusive jurisdiction of the courts in the Province of Manitoba and all courts competent to hear appeals therefrom.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 The Contractor shall not undertake any renovation, alteration, or modification to City premises without written permission from the Contract Administrator.
- E1.3 The Contractor shall be responsible for any deductions or remittances, which may be required by law.
- E1.4 The Contractor shall ensure that all provisions of the Employment Standards Code, C.C.S.M. c.E110 in respect to Wages, hours of Work and Conditions of Employment are adhered to.
- E1.5 Building Cleaning Inspections shall be carried out by the Contract Administrator once a week on random days.

STATEMENT OF WORK

E2. STATEMENT OF WORK – INTERIOR/EXTERIOR OF BUILDING – DAILY

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

Priority 1 - Washrooms

- E2.3 Priority 1 – Interior and Exterior Surfaces shall include:
 - (a) Shall be cleaned with germicide detergent;
 - (b) Wash basins; toilet seats; bowls and basins; exposed flush tanks; urinals; and plumbing fixtures (including exposed pipes); polished chrome, brass or similar fixtures;
 - (c) Toilets and urinals are to be cleaned using separate equipment or cloths, and separate and identifiable cleaning cloths shall be used for cleaning of washrooms from other areas in the facility.
- E2.4 Priority 1 – Sanitary and Waste Receptacles;
 - (a) Remove and empty liners;
 - (b) Clean receptacles with germicide detergent;
 - (c) Replace liners.
- E2.5 Priority 1 – Toilet Tissue Holders and Dispensers;
 - (a) Clean interior and exterior of dispensers/holders with germicidal agent;
 - (b) Restock all toilet tissue holders, soap, towel dispensers (and sanitary dispensers where applicable and where supplies are available).
- E2.6 Priority 1 - Floors
 - (a) Sweep and wet mop all hard surface floors and wall bases and corners with non-detergent solution (including around bases of toilets);
 - (b) Machine scrub floors where applicable.

- E2.7 Priority 1 – Partitions, walls, enamel surfaces, doors, ledges
- (a) Clean all partitions and walls from the bottom upwards;
 - (b) Clean and polish all mirrors, glass, frames, powder shelves, vanities, and bright work including flush meters, piping, toilet seats (including hinges).

Priority 2 – Office and Common Spaces

- E2.8 Priority 2 – Cleaning of waste receptacles and/or containers shall include:
- (a) Empty all containers into the appropriate location (waste, recycle organic materials);
 - (b) Remove liners;
 - (c) Clean interior and exterior of container with a germicidal detergent;
 - (d) Replace liner;
 - (e) Return waste receptacles and /or containers to their original location.

Priority 3 – Office and Common Spaces

- E2.9 Priority 3 – Hard Surface Floor Cleaning
- (a) Sweep or dry mop hard surface floors prior to damp mopping;
 - (b) Vacuum carpet floors;
 - (c) Stripping of wax floors, upon request;
 - (d) Sealing and/or waxing of floors, upon request;
 - (e) Ongoing cleaning of floor surfaces during periods of inclement weather.

Priority 4 – Cleaning of Carpets and Walk-off Mats

- E2.10 Priority 4 – Carpet and Walk-off Mat Cleaning
- (a) Move all light furniture; excluding desks, screens and cabinets;
 - (b) Vacuum all carpets wall to wall;
 - (c) Vacuum all entrance walk-off mats, including those in elevators;
 - (d) Ongoing vacuuming of carpets and walk-off mats as required during periods of inclement weather.

Priority 5 – Other Duties as Required or Requested

- E2.11 Priority 5 – Additional Duties
- (a) Disinfecting hard surface areas using germicidal detergent and clean cloths;
 - (b) Removing of dust from all surfaces using the appropriate damp cloth;
 - (c) Polishing of surfaces;
 - (d) Wall and partition washing

E3. CITY'S RESPONSIBILITY

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

Planned Cleaning

- E3.1 The Contract Administrator or designate will endeavour to provide at least twenty-four (24) hours notice to the Contractor for all planned cleaning.
- E3.2 The Contract Administrator will provide the Contractor with a work schedule showing dates and times service will be required. This schedule will include the number of labour hours required.

Emergency Cleaning

- E3.3 The Contract Administrator may require the Contractor to attend a work site within one and a half (1 ½) hours of the request for service.
- E3.4 The Contract Administrator or designate will provide the Contractor with the location of the Work, the number of hours required for the Work, and the times required for the Work.
- E3.5 If the Contractor fails to attend the site or fails to return calls, the Contract Administrator or designate, may cancel the request for service and obtain services through an alternate provider. A One Hundred and Fifty Dollar (\$150.00) "Defective Work" charge will be charged to the Contractor for each failed attendance.

Process and General Standards

- E3.6 The Contract Administrator shall provide the Contractor with a copy of the specific Work required at each site. A copy shall also be located in the janitor storage room on site for the Contractor's referral.
- E3.7 The Contract Administrator shall supply and maintain all the cleaning supplies/materials required for each location, which will be stored in the designated areas, and which shall be EcoLogo or GreenSeal certified.
 - E3.7.1 If the Contract Administrator grants permission for the Contractor to bring any materials and products on site, they shall be certified EcoLogo or GreenSeal. The use of materials and products considered environmentally friendly are indicated at the EcoLogo or GreenSeal websites at: <http://www.ecologo.org> or <http://greenseal.org>.
- E3.8 The Contract Administrator shall provide the current manufacturers' Material Safety Data Sheets for all cleaning products on site in a binder specifically marked as M.S.D.S in each area where materials and products are stored or dispensed.
- E3.9 The Contract Administrator shall ensure all product containers are label identified with product name, safety and first aid instructions in accordance with current Workplace Hazardous Material Information System (W.H.M.I.S), whether in their original purchase container, or if they have been transferred to a smaller or larger dispensing container.
- E3.10 The Contract Administrator or the designate shall supply and maintain the equipment required for each location (including but not limited to polishers, mops, pails, vacuums) which will be stored in a designated location.

E4. CONTRACTOR'S RESPONSIBILITY

- E4.1 The Contractor shall advise the Contract Administrator of products found on Site that have no M.S.D.S
- E4.2 Further to D14, the Contractor shall provide the Contract Administrator with a toll-free number or an email address at which orders may be placed.

Emergency Cleaning

- E4.3 The Contractor shall be responsible to attend the site and return calls. Failure to comply shall be dealt with in accordance with E3.5.
- E4.4 Once contacted, the Contractor shall have appropriate personnel and equipment on-site to perform the Work within one and one-half (1 ½) hours of a call for request for service.
- E4.5 The Contractor shall be available to undertake the Work of this contract twenty-four (24) hours a day, three hundred and sixty-five (365) days a year, during the term of the Contract, for various locations within the City of Winnipeg.

E4.6 The response time shall be, the total elapsed time from notification of a required emergency cleaning (via telephone call to the Contractor), to the commencement of Work at the site by the Contractor.

Process and General Standards

E4.7 The Contractor shall ensure the following:

- (a) A minimum of one (1) employee on site can receive and carry out written and verbal instruction in English during the course of the Work;
- (b) No furniture or equipment is damaged during the course of the Work;
- (c) Cleaned surfaces are free of residues, dust or other contaminants;
- (d) All surfaces (horizontal and vertical) are clean and free of:
 - (i) Finger marks
 - (ii) Mop and/or detergent streaks
 - (iii) Surface stains
 - (iv) Water marks
 - (v) Soap scum
 - (vi) Mould or mildew
 - (vii) Spots
 - (viii) Stains
 - (ix) Soils
 - (x) Debris
 - (xi) Mop strings
 - (xii) Odours
 - (xiii) Cleaning solutions
 - (xiv) Damage from equipment
- (e) Dispensers at each site are filled, including:
 - (i) Dispensers located in lunchrooms, kitchenettes, and coffee stations
 - (ii) Paper toilet tissue dispensers/holders
 - (iii) Liquid hand soap dispensers
 - (iv) Paper towel dispensers/holders
- (f) All rooms are clean and free of debris and provide an overall attractive appearance
- (g) Cleaning solutions from mopping do not collect against and/or under furniture legs and cabinets
- (h) Any furniture and equipment moved prior to cleaning is returned to original locations
- (i) Waste/trash resulting from cleaning shall be disposed of in the appropriate receptacles
- (j) No waste or recycle containers shall be placed upon desks or tables during cleaning operations
- (k) Cleaning shall comply with Health and Safety standards.

E4.8 If requested by the Contract Administrator, the Contractor shall supply water extraction units, fans and/or force air dryers.

E4.8.1 The Contract Administrator shall reimburse the Contractor for the applicable rental costs for such equipment and the equipment shall be in acceptable working condition.

E4.8.2 Further to E3.7.1 above, **should** the Contractor be required to utilize or purchase their own supplies, the Contractor shall submit the expense to the Contract Administrator for reimbursement.

- E4.9 The Contractor shall ensure that all equipment and tools are properly cleaned and stored at the end of each daily cleaning operation in such a manner as not to present any fire hazard or cause any unsanitary or unsafe conditions or odours.
- (a) Designated storage areas for the purpose of storing the cleaning materials and equipment used by the Contractor, shall be made available during the term of the Contract. The Contractor shall ensure that only the designated storage area is used to store materials and equipment, and that the storage used by and accessible only to authorized personnel of the Contractor and the City.

Defective Work

- E4.10 The Contractor shall respond to a call for service within fifteen (15) minutes. A "Defective Work" charge of One Hundred and Fifty Dollars (\$150.00) will be applied for each occurrence the Contractor fails to respond to the call for service and/or when the Contractor fails to attend the Work Site.

Security

- E4.11 The Contractor shall immediately notify the City of Winnipeg – Asset and Project Management Department - Central Control Office at 986-2382 (a 24-hour service) if problems or unusual conditions are observed at the Site (including flooding, building security problems, plumbing requirements etc.).
- E4.12 The Contractor shall ensure that City premises are kept secure from entry by unauthorized persons during the course of the Work.
- E4.13 The Contractor shall ensure that the facility windows and screens are closed and secured, and all entrances to the building are properly locked with alarms set (as required), upon leaving the building.
- E4.14 If a Civic employee remains in the building when the Contractor is leaving, the Contractor shall:
- (i) leave the security system in OFF mode;
 - (ii) advise the civic employee they are leaving;
 - (iii) inform Central Control at 986-2382 (that they are leaving; that a civic employee remains in the building, and that the security is OFF).
- E4.15 If the City must dispatch personnel to re-set the alarm because the Contractor has failed to set the alarm when exiting, a one hundred-dollar (\$100.00) service fee will be levied to the Contractor.

Contractor Supervisor and Contractor Personnel

- E4.16 Further to D6, the Contractor shall appoint one (1) Supervisor who will be the main contact for the Contract Administrator.
- E4.16.1 The Supervisor shall attend each new site, at which time they will receive instruction for the Work required, including hours required for the Work.
- E4.16.2 For subsequent Work at the site, the Supervisor will be send an email for the Work that will be required at the site, and it shall be the Supervisor's responsibility to familiarize the Contractor's personnel attending the site with the Work details.
- E4.17 Contractor personnel undertaking the Work shall be experienced janitors, properly trained in the handling of cleaning materials and equipment, in accordance the "Workplace Hazardous Materials Information System (WHMIS) legislation. Personnel shall also ensure that storage of cleaning materials and equipment is in accordance with manufacturer's instructions.
- (i) A detailed description of the Workplace Hazardous Materials Information System (WHMIS) training or practices.
 - (ii) A detailed description of the Safe Work Practices (SWP) training or practices.
 - (iii) A detailed description of Ergonomics training or practices.

- (iv) A detailed description of staff safety orientation or practices as per The Workplace Safety and Health Regulation, Part 2.2.1.

E4.18 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;
- (g) refrain from using profanity.

E4.19 The Contractor shall ensure that all its employees working in these facilities have proper identification in the form of:

- (i) a uniform bearing the name of the company (only);
- (ii) a photo identification badge, must be worn at all times while on the site.
- (iii) Wear Grade 1 (Green Triangle) safety shoe or boot at all times while on the site.

E4.20 Only personnel employed by the Contractor shall be authorized to be on the site.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at his/her place of residence; or
 - (b) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account:
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity> ; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
 - (d) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- F1.2 The following is a link to information for obtaining the Police Information Check including the Vulnerable Sector screening from the City of Winnipeg Police Service.
<http://winnipeg.ca/police/pr/PIC.stm>
- F1.2.1 The Police Information Check shall include a Vulnerable Sector Screening. This can be obtained by following the link below <http://winnipeg.ca/police/pr/PIC.stm> .
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- F1.3 The original Police Information Check (Form P-612) 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 Police Information Check (Form P-612) to the Contract Administrator.
- F1.4 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.5 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.6 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated record search as hereinafter specified.
- F1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work.