



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY 146-2007**

**WINNIPEG WATER TREATMENT PROGRAM - PROVISION OF BUILDING  
CLEANING SERVICES DURING CONSTRUCTION AT DEACON RESERVOIR**

## TABLE OF CONTENTS

### PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	3

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Addenda	2
B6. Substitutes	2
B7. Bid Submission	3
B8. Bid	3
B9. Prices	4
B10. Qualification	5
B11. Opening of Bids and Release of Information	5
B12. Irrevocable Bid	6
B13. Withdrawal of Bids	6
B14. Evaluation of Bids	6
B15. Award of Contract	7

### PART C - GENERAL CONDITIONS

C1. General Conditions	1
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### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	2
D4. Contract Administrator	2
D5. Contractor's Supervisor	2
D6. Confidentiality	2
D7. Notices	3

#### Submissions

D8. Authority to Carry on Business	3
D9. Safe Work Plan	3
D10. Workers Compensation	4
D11. Insurance	4
D12. Performance Security	4
D13. Security Clearance	5
D14. Material Safety Data Sheets	5

#### Control of Work

D15. Commencement	5
D16. Enquiries During Contract	6

#### Measurement and Payment

D17. Calculation of hours for billing purposes	6
D18. Invoices	6
D19. Payment	7

### PART E - SPECIFICATIONS

#### General

E1. General	1
E2. Location and Schedule of Work	1
E3. Cleaning Frequency	2

E4. Response Time	2
E5. Holidays Observed	2
E6. Cleaning Requirements	2
E7. Cleaning Results	5
E8. Products, Chemicals, and Equipment	6
E9. Materials	8
E10. Storage	9
E11. Environmental Protection	9
E12. Security of Facility	10
E13. Sign-In and Sign-Out Records	11
E14. Communication	11
E15. Notification of Problems	11
E16. Personnel	11
E17. Defective Work	12
Table A - Cleaning Requirements: Floors	13
Table B - Cleaning Requirements: Walls	14
Table C - Cleaning Requirements: Furnishings & Fixtures - 1	15
Table D - Cleaning Requirements: Furnishings & Fixtures – 2	16

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 WINNIPEG WATER TREATMENT PROGRAM - PROVISION OF BUILDING CLEANING SERVICES DURING CONSTRUCTION AT DEACON RESERVOIR

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 noon Winnipeg time, March 30, 2007.

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

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

### **B3. SITE INVESTIGATION**

B3.1 Further to GC.2.01, the Bidder shall attend a Site Investigation in accordance with B3.5. Attendance is mandatory, and the Bid of any Bidder not having attended will be rejected on the basis that it is non-responsive.

B3.2 The Bidder is advised that the Site Investigation includes a walk-through, review of the floor plans and the Work that needs to be done.

B3.3 The Bidder shall not be entitled to rely on any information or interpretation received at the Site Investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B3.4 Questions raised at the Site Investigation will be recorded and the written answers will be issued as an Addendum to this document.

B3.5 Further to B3.1, Bidders shall meet in the Consultant Office Trailer. The locations, dates and times are as follows:

- (a) Site: Deacon's Reservoir Main Office, Consultant Office Trailer
- Date: March 19, 2007 or March 21, 2007
- Time: 9:00 a.m. **SHARP**

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision 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 Bid Opportunity will be provided by the Contract Administrator to all Bidders 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 Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

## **B5. ADDENDA**

- B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B6. SUBSTITUTES**

- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
  - (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 proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.

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

**B7. BID SUBMISSION**

- B7.1 The Bid Submission consists of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices.
- B7.2 All components of the Bid Submission 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 in ink, to constitute a responsive Bid.
- B7.3 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.4 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Branch  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B7.4.1 Samples or other components of the Bid Submission 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.
- B7.5 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178
- B7.5.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B7.6 Bid Submissions submitted by internet electronic mail (e-mail) will not be accepted.

**B8. BID**

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;

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

B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

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

B8.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.

B8.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.

B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid Submission 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 for each Year of the Work identified on Form B: Prices.

- (a) Unit Prices for Labour, for each Year, shall include Payroll Costs based on minimum wage for the minimum number of person hours proposed;
- (b) For each year of Labour, the Payroll costs shall include the employers contribution for the following: CPP deductions, Workers Compensation Coverage; Employment Insurance.

B9.1.1 The provincial minimum wage can be found at:  
<http://www.gov.mb.ca/labour/labmgt/resbr/wages/histmin.html>

B9.1.2 The payroll costs will be calculated as follows:

- (a) Year 1:
  - (i) Canadian Pension Plan – 4.95%;
  - (ii) Employment Insurance – 1.4 (constant) X 1.8% = 2.52%;
  - (iii) W.C.B – 1.67% (averaged cost for Janitorial firms);
  - (iv) The total payroll costs that are legally required are determined to be 9.14%.
- (b) Years 2 and 3:
  - (i) The Payroll Costs of Years 2 and 3 will be adjusted as per the published Provincial Minimum Wage Rates in Manitoba as per B9.1.1.

- B9.1.3 The Bidder shall state the monthly price of materials required to provide building cleaning services, in accordance with Part E – Specifications, in the Unit Price column of Form B: Prices.
- B9.1.4 The Bidder shall state the number of person hours that they will require to provide building cleaning services, in accordance with Part E – Specifications, on Form B: Prices.
- B9.1.5 Notwithstanding GC.9.01(1), prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B9.2 For Bidding purposes only, there is an estimated 150 onsite personnel during the Winter Season and 250 onsite personnel during the Summer Season.
- B9.3 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.
- B9.4 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.

## **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;
  - (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
  - (c) be financially capable of carrying out the terms of the Contract;
  - (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
  - (e) have successfully carried out work, similar in nature, scope and value to the Work; and
  - (f) employ only Subcontractors who:
    - (i) are responsible and not suspended, debarred or in default of any obligation to the City (a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>); and
    - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
  - (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba).
  - (h) The Bidder shall be prepared to 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.
- B10.2 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

## **B11. OPENING OF BIDS AND RELEASE OF INFORMATION**

- B11.1 Bid Submissions will not be opened publicly.



- B11.2 Following the Submission Deadline, the names of the Bidders and their total bid prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B11.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B11.4 The Bidder is advised that any information contained in any Bid Submission may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

## **B12. IRREVOCABLE BID**

- B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B12.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

## **B13. WITHDRAWAL OF BIDS**

- B13.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B13.1.1 Notwithstanding GC.7.06(2), 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 shall:
- (a) retain the Bid Submission until after the Submission Deadline has elapsed;
  - (b) open the Bid Submission to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
  - (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.
- B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

## **B14. EVALUATION OF BIDS**

- B14.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
  - (c) Total Bid Price;

(d) economic analysis of any approved alternative pursuant to B6.

B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission 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 if the interests of the City so require.

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

B14.4 Further to B14.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each Section, each Item, and for each Year shown on Form B: Prices.

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

## **B15. AWARD OF CONTRACT**

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

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

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

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

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

B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.

B15.4 Notwithstanding GC.3.01 and GC.3.02, 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 GC.1.01(7), 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**

### **C1. GENERAL CONDITIONS**

C1.1 The *General Conditions for Provision of Services* (Revision 1996 02 05) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for Provision of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

- D1.1 In addition to the *General Conditions for Provision of Services*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".

#### **D2. SCOPE OF WORK**

- D2.1 The Work to be done under the Contract shall consist of the provision of building cleaning services as follows:
- (a) for the period of May 1, 2007 to October 31, 2009 as follows:
    - (i) Year 1: May 1, 2007 to March 31, 2008;
    - (ii) Year 2: April 1, 2008 to March 31, 2009;
    - (iii) Year 3: April 1, 2009 to October 31, 2009.
  - (b) at Deacon Reservoir, Lot 57082, Provincial Road 207, RM of Springfield, approximately 6300 sq. ft. as follows:
    - (i) Consultant Site Office Trailer Complex, approximately 4,480 sq. ft.; (approx. 624 sq. ft trailer to be added in spring 2007);
    - (ii) West Washroom building, approximately 240 sq. ft.;
    - (iii) East Washroom building, approximately 240 sq. ft.;
    - (iv) Water and Waste Office Trailer, approximately 720 sq. ft.
- D2.2 The major components of the Work are as follows:
- (a) Regular scheduled cleaning;
  - (b) Unscheduled or emergency cleaning, as required only;
  - (c) Decontamination cleaning, as required only;
  - (d) Provision of materials as specified in E9.
- D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2007.
- D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or add or delete locations, or upon thirty (30) Calendar Days written notice

by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D2.5 Further to D2.2(b) and D2.2(c) , the type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator.

### D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (b) "**Calendar Day**" means the period from one midnight to the following midnight;
- (c) "**C.S.A.**" means the Canadian Standards Association that complies with the latest edition of standards including amendments and supplements in effect on the date of issue of this Specification shall apply to the Work;
- (d) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Bids;
- (e) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (f) "**W.C.B.**" means the Workers Compensation Board;
- (g) "**Working Day**" means any day the Contractor is scheduled or requested to Work.

### D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Tracey Spencer  
UMA Projects (CM) Ltd.  
1479 Buffalo Place  
Winnipeg, Manitoba  
R3T 1L7

Telephone No. (204) 986-8392  
Facsimile No. (204) 986-8393

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

### D5. CONTRACTOR'S SUPERVISOR

D5.1 At the pre-commencement meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

### D6. CONFIDENTIALITY

D6.1 Information within the Site is confidential. Such information shall not be used or disclosed in any way.

D6.2 The City of Winnipeg shall have the right to take any remedies at law for damage or removal of information.

D6.3 The Contractor, his/her employees and his/her sub-contractor(s) shall not make any statement of fact or opinion regarding any aspect of the Winnipeg Water Treatment Program to the media or any member of the public.

## **D7. NOTICES**

- D7.1 GC.7.06 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".
- D7.2 GC.7.06 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.
- D7.3 Further to GC.7.06, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D7.4, D7.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.
- D7.4 All notices of appeal to the Chief Administrative Officer shall be sent to the following address or facsimile number:  
The City of Winnipeg  
Chief Administrative Officer Secretariat  
Administration Building, 3rd Floor  
510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: (204) 949-1174
- D7.5 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 address or facsimile number:  
The City of Winnipeg  
Corporate Services Department  
Legal Services Division  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1  
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. SAFE WORK PLAN**

- D9.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site.
- D9.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at:  
<http://www.winnipeg.ca/matmgt/safety>

## **D10. WORKERS COMPENSATION**

D10.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

## **D11. INSURANCE**

D11.1 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) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability, non-owned automobile liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work;
- (b) automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work; and
- (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.

D11.2 Deductibles shall be borne by the Contractor.

D11.3 The Contractor shall provide the Contract Administrator with a certificate of insurance of each policy 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.

D11.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

## **D12. PERFORMANCE SECURITY**

D12.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

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

D12.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D12.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

### **D13. SECURITY CLEARANCE**

D13.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence.

D13.1.1 The Criminal Records Search shall include a Vulnerable Sector Search.

D13.2 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform Work.

D13.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work.

D13.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.

D13.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.

### **D14. MATERIAL SAFETY DATA SHEETS**

D14.1 The Contractor shall provide the Contract Administrator with one (1) copy of Material Safety Data Sheets (MSDS's) for each product to be supplied under the Contract at least two (2) Business Days prior to the commencement of Work but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D14.2 Throughout the term of the Contract, the Contractor shall provide the Contract Administrator with revisions or updates of the MSDS's as soon as may be reasonably possible.

### **CONTROL OF WORK**

#### **D15. COMMENCEMENT**

D15.1 The Contractor shall not commence any Work until he is in receipt of a purchase order authorizing the commencement of the Work.

D15.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
  - (i) evidence that the Contractor is 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;
  - (ii) evidence of the Safe Work Plan specified in D9;
  - (iii) evidence of the workers compensation coverage specified in D10;
  - (iv) evidence of the insurance specified in D11;
  - (v) the performance security as specified in D12;
  - (vi) the security clearances specified in D13; and
  - (vii) current Materials Safety Data Sheets, for all products proposed to use at the Site, specified in D14.



- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D15.2.1 Further to D15.2(a)(vi), subject to all other requirements being met, the Contractor may commence Work two weeks prior to submitting the security clearances.
- D15.3 The City intends to have the Contractor commence Work in fourteen (14) Calendar Days from Award of Contract.
- D15.4 The Contractor, his/her employee(s) proposed to perform Work at the Site, and any proposed sub-contractor(s) proposed to perform Work at the Site has provided proof to the satisfaction of the Contract Administrator the following:
- (a) Has attended a one (1) hour Safety Orientation session at the Site and has received a Safety Orientation Sticker to wear on their Personal Hard Hat.
  - (b) Has the following Personal Protective Equipment approved by the Contract Administrator:
    - (i) Approved Safety Work Boots (steel toe)
    - (ii) Approved Reflective Safety Vest;
    - (iii) Approved Hard Hat.
- D15.5 The Contractor shall ensure their employee(s) and any sub-contractor(s) have their Personal Protective Equipment stated in D15.4(b) and shall be worn at all times when on Site outdoors.

#### **D16. ENQUIRIES DURING CONTRACT**

- D16.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which enquiries for service may be placed.
- D16.2 The Contractor shall provide a telephone number or a toll-free telephone number at which they may be contacted between the hours of 06:00 and 24:00 Sunday to Saturday throughout the year.
- D16.3 An answering service is acceptable, provided the Contractor returns calls within fifteen (15) minutes of a message from the City.

#### **MEASUREMENT AND PAYMENT**

##### **D17. CALCULATION OF HOURS FOR BILLING PURPOSES**

- D17.1 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.
- (a) Further to D2.2(b) and D2.2(c), payment will only be made for Work performed and completed at the request of the Contract Administrator.

##### **D18. INVOICES**

- D18.1 Further to D7.3, the Contractor shall submit invoices to the Contract Administrator stated in D4.1.
- D18.2 Invoices must clearly indicate, as a minimum:
- (a) the City's order number;
  - (b) date(s) of provision of services;
  - (c) location at which service was provided;
  - (d) type and quantity of services provided;
  - (e) the amount payable with GST and MRST shown as separate amounts; and

(f) the Contractor's GST registration number.

D18.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

**D19. PAYMENT**

D19.1 Further to GC.9.01 and GC.9.03, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

## PART E - SPECIFICATIONS

### GENERAL

#### E1. GENERAL

E1.1 These Specifications shall apply to the Work.

E1.2 The following Drawings are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
146-2007-SK1	Consultant Site Office Trailer Complex
146-2007-SK2	West Washroom Trailer
146-2007-SK3	East Washroom Trailer
146-2007-SK4	Water & Waste Office Trailer

E1.2.1 The Drawings in E1.2 may not represent the actual layout or contents of each location.

E1.2.2 A Site Layout Drawing will be available for viewing by Bidders at the Site Investigation meetings only.

#### E2. LOCATION AND SCHEDULE OF WORK

E2.1 **SECTIONS A and B** of Form B: Prices – Deacon Reservoir, Hwy 207, regular scheduled cleaning as specified in E6:

(a) LOCATION: All buildings detailed on Drawings 146-2007-SK1 through 146-2007-SK4

(b) SCHEDULE OF WORK:

(i) Summer Season

April 1 to October 31

Monday, Wednesday, Friday

between 18:30 hours and 24:00 hours

(ii) Winter Season

November 1 to March 31

Sunday

between 07:00 hours and 18:00 hours

Wednesday

between 17:30 hours and 22:00 hours

E2.2 **SECTION C of Form B: Prices** –Deacon Reservoir, Hwy 207, on an hourly “as required” basis:

(a) LOCATION: Any building detailed on Drawings 146-2007-SK1 through 146-2007-SK4

(b) SCHEDULE OF WORK: As requested by the Contract Administrator

(c) The Contract Administrator will provide direction on specific duties.

E2.2.1 The value of the Work, excluding the hourly rate, shall be presented to the Contract Administrator prior to commencement of the work. The Contract Administrator shall evaluate and approve the costs.

E2.2.2 The Contractor shall be paid a minimum of two (2) hours on a call-out for the above Work.

E2.2.3 The hourly rate will be paid for time on Site only.

E2.3 **SECTION D of Form B: Prices** – Deacon Reservoir, Hwy 207, Decontamination Cleaning in the event of Sewage Backup, on an hourly “as required” basis:

(a) LOCATION: Any building detailed on Drawings 146-2007-SK1 through 146-2007-SK4

(b) SCHEDULE OF WORK: As requested by the Contract Administrator

(c) Decontamination cleaning will be required for, but limited to, washrooms, if there is any evidence of blood, or other bodily fluids such as, but not limited to, urine, vomit, feces, and must be disinfected with a solution of: one (1) part bleach to nine (9) parts water.

- (i) The Contractor shall bring the bleach to the Site. Under any circumstances the Contractor shall not store bleach on the Site.

- E2.3.1 The value of the Work, excluding the hourly rate, shall be presented to the Contract Administrator prior to commencement of the work. The Contract Administrator shall evaluate and approve the costs.
- E2.3.2 The Contractor shall be paid a minimum of two (2) hours on a call-out for the above Work.
- E2.3.3 The hourly rate will be paid for time on Site only.

### **E3. CLEANING FREQUENCY**

- E3.1 The Contractor shall provide cleaning services in accordance with the Cleaning Requirements.
- E3.2 The frequency of cleaning shall be as indicated by the following code:

Code Frequency

- D Daily – each Working Day
- W Weekly – each Wednesday
- M Monthly – First Monday of each Month

### **E4. RESPONSE TIME**

- E4.1 Planned Cleaning Service:
  - E4.1.1 The Contract Administrator will endeavour to provide at least twenty-four (24) hours notice for any change in the cleaning schedule (day of week) or areas to be cleaned.
- E4.2 Emergency Cleaning Service:
  - E4.2.1 The Contractor shall:
    - (a) Have the appropriate personnel and equipment on Site to perform the Work within six (6) hours of the request of service: The response time shall be the total elapsed time from notification of a required cleaning to the commencement of work on Site by the Contractor.
    - (b) Have their employees available between the hours of 0600 and 2200, three hundred and sixty five (365) days a year, during the term of the Contract to perform the Work.
    - (c) If the Contractor fails to attend the Site or fails to return calls in accordance with the aforementioned requirements, the City may cancel the order and obtain services by any means available.

### **E5. HOLIDAYS OBSERVED**

- E5.1 Normally no cleaning services will be required on the following holidays, unless otherwise stated in E2:
  - (a) New Years Day - January 1
  - (b) Good Friday
  - (c) Christmas Day - December 25
  - (d) Boxing Day - December 26

### **E6. CLEANING REQUIREMENTS**

- E6.1 INTERIOR OF BUILDING: Entrances, lobbies, waiting areas, rooms, corridors (open and closed areas), meeting and conference rooms, common areas, coffee stations, coffee-lunch room areas and/or rooms, storage rooms and janitor room.
  - E6.1.1 DAILY TASKS

- (a) WASTE RECEPTACLES AND CONTAINERS:
  - (i) Empty all contents;
  - (ii) Remove liners;
  - (iii) Clean both interior and exterior with germicidal detergent;
  - (iv) Replace with a new liner; and
  - (v) Return waste receptacles and/or containers in their correct place.
- (b) FLOORING (SHEET/TILE FLOORING) INCLUDING CORNERS AND BASES:
  - (i) Clean floors as follows:
    - A) Carefully roll up and remove soiled mats to designated area;
    - B) Vacuum to remove dust; and then
    - C) Clean with an effective free rinsing detergent solution for wet mopping and ensure all excess water is removed;
    - D) Wipe all corner and base spray residue.
  - (ii) Move all light furniture, excluding desks, screens, and cabinets.
- (c) CARPETED AREAS, INCLUDING MATS:
  - (i) Vacuum carpet wall to wall;
  - (ii) Replace soiled mats with clean replacement walk-off mats;
  - (iii) Soiled mats are to be carefully rolled up so no debris is dropped on the floor and placed in designated area.
- (d) BOARDROOMS:
  - (i) Table tops in boardrooms/meeting rooms are to be cleaned with a neutral detergent.
- (e) KITCHEN AND LUNCH AREAS:
  - (i) Tables, counter tops and sides, cupboards, sinks, and exterior surfaces of refrigerators and microwaves are to be cleaned with a neutral detergent.
- (f) STORAGE AND JANITOR'S ROOMS:
  - (i) Empty and clean mop pails and equipment after use;
  - (ii) Remove and launder soiled cloths and mops off Site;
  - (iii) Store chemicals, paper products, equipment and materials neatly.

#### E6.1.2 WEEKLY TASKS

- (a) FURNITURE, SHOWCASES, CABINETS, BOOKCASES, CREDENZAS, CUPBOARDS, FILE CABINETS, TABLES:
  - (i) Dust all furniture: credenzas, bookcases, desks, file cabinets, tables, furniture glass, and desk lamps without removing or disrupting paper work or other objects on surfaces (dust around);
- (b) COMPUTER EQUIPMENT
  - (i) Clean the keyboards and monitors carefully by only using a clean dry duster approved by the Contract Administrator.
- (c) TELEPHONES, FURNISHINGS, AND FITTINGS IN PUBLIC ACCESS AREAS:
  - (i) Clean with germicidal detergent; and
  - (ii) Carefully clean touch pads of office phones, avoiding de-programming.
- (d) STORAGE AND JANITOR'S ROOM:
  - (i) Vacuum and damp mop with a neutral detergent;
  - (ii) Items on the floor shall be left as is without moving, and without being damaged by water or cleaning products.

#### E6.1.3 MONTHLY TASKS

- (a) Clean accessible interior windowsills, partition ledges, baseboards and mouldings .
- (b) WINDOWS/PLEXIGLASS/LEXAN

- (i) Clean interior glass, frames, sashes, sills and mouldings;
- (ii) Entrance glass and sidelights.

(c) FURNITURE:

- (i) Clean all furniture framing, trim, and plastic or vinyl chairs;
- (ii) Vacuum fabric upholstered chairs.

E6.2 WASHROOM FACILITIES: All washrooms and other areas where sinks and/or dispensers are installed.

E6.2.1 DAILY TASK

(a) INTERIOR AND EXTERIOR SURFACES:

- (i) Clean with germicidal detergent: wash basins; toilet seats; bowls and bases, exposed flush tanks; urinals; and plumbing fixtures (including exposed pipes); polished chrome, brass or similar fixtures;
- (ii) Use separate and identifiable cleaning cloths for the cleaning of washrooms from other facilities. Toilets and urinals are to be cleaned using separate equipment or cloths;
- (iii) Non acid bowl cleaners are permitted, however, when a phosphoric acid bowl cleaner is used, it must be dispensed using a flip top or a foaming trigger spray head only; and
- (iv) Parazine blocks are not permitted, however, water soluble packets of enzymes, enzyme tablets or granules, or approved urinal maintainers formulated with acids and detergents held in a mat frame may be used as necessary.

(b) SANITARY AND WASTE RECEPTACLES:

- (i) Remove and empty liners;
- (ii) Clean receptacles with germicidal detergent; and
- (iii) Replace with a new liner.

(c) TOILET TISSUE HOLDERS AND DISPENSERS:

- (i) Clean interior and exterior of dispensers with germicidal detergent; and
- (ii) Then, restock all toilet tissue holders, soap, and towel dispensers.

(d) FLOORS:

- (i) Vacuum floors first; then
- (ii) Wet mop floors and wall bases and corners with a non filming detergent solution, and ensure all excess water is removed;
- (iii) Ensure floor drains are not blocked and no odour emanating from floor drains;
- (iv) Scrub floors with detergent solution including toilet bases.

(e) MISCELLANEOUS: Partitions, walls, including the enamel surfaces, doors and ledges.

- (i) Clean with germicidal cleaner;
- (ii) Clean partitions and walls from the bottom up, to remove all marks, disinfect and to deodorize;
- (iii) Clean and polish all mirrors, frames, powder shelves and bright work, including flush meters, piping and toilet seat hinges; and
- (iv) Remove spider webs and debris.

E6.3 EXCLUSIONS:

- (a) Copying machines;
- (b) Adding machines;
- (c) Audio and/or visual equipment;
- (d) Art objects;

- (e) Leather chairs;
- (f) Personal accessories, including but not limited to:
  - (i) Ceramics;
  - (ii) Ornaments; and
  - (iii) free standing pictures

## **E7. CLEANING RESULTS**

### **E7.1 General:**

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

### **E7.2 The objective of the City and expected results of the building cleaning service performed by the Contractor, shall be:**

- (a) all surfaces (horizontal and vertical) clean and free of: finger marks, mop and/or detergent streaks, surface stains, water marks, black marks, soap scum, mildew/mould; dust, spots, surface stains, loose and caked soil; debris, loose paper, mop strings; odours, cleaning solution, spray residue, water spillage, washing line marks, and scars from equipment;
- (b) surfaces are clean and bright and in a condition equal to that of the intended finish of the surface, where reasonably possible;
- (c) all rooms/areas specified in E6 are clean, neat and tidy and free of debris, to present an overall attractive appearance of cleanliness;
- (d) all debris and/or other soil matter is removed from wall corners, around the edges of carpet, under furniture, tables, chairs, behind doors, and along baseboards;
- (e) no waste or recycle holding containers or baskets are to be placed upon desks or tables during cleaning operations;
- (f) corners, edges and crevices are clean;
- (g) liners are required for all waste receptacles;
- (h) All waste/trash resulting from cleaning is deposited in designated bin.
- (i) bare hands are not used to handle or sort any waste/recyclables for health and safety reasons;
  - (i) liners are to be removed holding them away from the body.
- (j) for floors:
  - (i) care must be taken throughout mopping operation to prevent cleaning solutions from collecting against and under furniture legs and cabinets;
  - (ii) clean under furniture and equipment without marring or damaging same;
  - (iii) all furniture and equipment moved prior to cleaning, must be returned to their original locations.

## **E8. PRODUCTS, CHEMICALS, AND EQUIPMENT**

E8.1 The Contractor shall ensure that:

E8.1.1 General:

- (a) only the pre-approved listed products, chemicals, supplies and equipment are within or used in the Site;
- (b) all products, supplies, equipment, etc., for use on the Site meet or exceed the specifications and requirements herein as established by the City of Winnipeg.

E8.1.2 Chemicals:

- (a) all chemicals are stored in a safe manner and to the satisfaction of the Contract Administrator;
- (b) all chemical containers are label identified with product name, safety and first aid instruction in accordance with current Workplace Hazardous Material Information Systems (W.H.M.I.S.), whether in their original purchase container, or if they have been transferred to a smaller or larger dispensing container;
- (c) solvent seals or finish, butyl or butyl by product contained products, bleach, hydrochloric or sulphuric acid, ammonia, phenolic or hydrogen peroxide based germicides, Armoral, Protectol, Saddle Soap or polishers, vinegar, ammoniated or mop on-mop off strippers, Windex or like product, powdered cleansers, SOS pads, Parzine blocks, or carpet cleaning products such as Argosheen or those containing optical brighteners over 0.01%, shall not be used or permitted in the Site;

E8.1.3 Materials Safety Data Sheets (MSDS):

- (a) the Contract Administrator is provided with one (1) copy of Material Safety Data Sheets (MSDS's) for each product to be supplied under the Contract at least two (2) Business Days prior to the commencement of Work but in no event later than seven (7) Calendar Days from notification of the award of Contract.
- (b) approved Current Materials Safety Data Sheets (M.S.D.S.) are available for all products on Site and be contained in a binder specifically marked M.S.D.S. in each area where chemicals are stored or dispensed:
  - (i) Each container of each product shall contain the Supplier Label.
- (c) written approval shall be obtained from the Contract Administrator prior to using a product that does not have a current M.S.D.S. The written approval to use the product shall be kept in the M.S.D.S. binder referred to in (f);
- (d) throughout the term of the Contract, the Contractor shall provide the Contract Administrator with revisions or updates of the MSDS's as soon as may be reasonably possible.
- (e) The Contract Administrator shall remove and dispose of products found on Site that have no M.S.D.S. or written pre-approval by the Contract Administrator, as well any items, minor equipment, supplies, etc., which have been banned by these Standards or which the Contract Administrator deems as potentially harmful to persons or surfaces, for the protection of the client.
- (f) all employees engaged in the execution of the Contract are properly trained in the handling of cleaning materials and equipment, in accordance with the "Workplace Hazardous Materials Information System" (WHMIS) legislation, and keep on the premises in a prominent place within the janitor storage area, a three-ring binder containing current manufacturers' Material Safety Data sheets for all cleaning products used on site.

E8.1.4 Workplace Safety and Health Act



- (a) each individual product supplied must be labelled in accordance with the requirements of the Workplace Safety and Health Act, Workplace Hazardous Materials Information System MR52/88, this information is available at The Province of Manitoba's website: <http://www.gov.mb.ca/labour/safety/actreg.html>.
- (b) each individual product supplied is labelled in accordance with the requirements of the Health Canada Environmental and Workplace Legislation and Guidelines Act located at The Government of Canada website: [http://www.hc-sc.gc.ca/ewh-semt/index\\_e.html](http://www.hc-sc.gc.ca/ewh-semt/index_e.html).
- (c) each end product container supplied shall contain the following information on the label regardless of public or consumer exemptions:
  - (i) product identifier (name of product);
  - (ii) supplier identifier (name of company manufacturer or distributor that sold it);
  - (iii) a statement that an MSDS data sheets are available E8.1E8.1.3(b);
  - (iv) WHMIS hazard symbols (depicting pictures of the classifications);
  - (v) risk phrases (words that describe the main hazards of the product);
  - (vi) precautionary measures (how to work with the product safely);
  - (vii) first aid measures (what to do in an emergency);
  - (viii) have all text in English and French; and
  - (ix) shall have the **WHMIS hatched** border.

E8.1.5 Equipment:

- (a) the Contractor shall supply and maintain all the equipment required to perform the work under this Contract;
  - (i) The equipment shall be in first class working condition.
- (b) cleaning cloths, dry mops, wet mops, finish applicator mops, wall washing mops and extendable dusters are of a launderable type;
- (c) laundered clean and dried mops and cloths are on Site and used at the start of each shift and/or cleaning function;
- (d) clean cloths are used;
- (e) feather dusters and non-launderable (straight string) mops are not on, or for use, at the site. However, washable lambs wool or polywool, extendable handle dusters may be used for safety to perform higher level work;
- (f) cleaning equipment, carts, etc., are maintained in a clean and operable state, and washable filters, tools, hoses, etc., are thoroughly cleaned weekly;
- (g) carpet sweepers are not permitted on, or for use in the premises, while vacuums must be a dual motor upright or canister with an electric power head. All must have the appropriate tools to vacuum fabric furniture, corners, edges, etc., and must be complete with filtration efficiency approved by the Contract Administrator;
- (h) all cleaning equipment, etc., stored or used on Site, are inspected regularly and maintained in a state acceptable to current W.C.B. regulations and be C.S.A. approved;
- (i) where adequate lockable space has been provided, the approved products, electrical and minor equipment, such as floor pails, wringers, vacuums, etc., utilized in the day to day delivery of the service are available for regular inspection, in the provided space. All products and equipment used for the Work shall be subject to inspection by the Contract Administrator;
- (j) any items, minor equipment, supplies, etc., which do not conform to the specifications contained herein or which the Contract Administrator deems as potentially harmful to persons or surfaces are removed from the Site.

## **E9. MATERIALS**

- E9.1 The Contractor shall supply all materials necessary and advisable to perform the services to the standards specified in this Contract.
- E9.1.1 The Contractor shall identify all materials proposed to be used, and shall provide within 48 hours of a request by the Contract Administrator, verification consisting of manufacturers' product labels, manufacturers' technical bulletins, independent laboratory tests, or equivalent documentation evidencing that all materials proposed to be used meet or exceed the specified Canadian General Standards Board (CGSB) standards.
- E9.1.2 Supply of materials shall consist of:
- (a) Sufficient materials to be applied in accordance with the manufacturer's instructions. All materials that are used must meet "Canadian General Standards Board" (CGSB) specifications as listed below:
  - (b) CAN/CGSB-2.1-96 Skin Cleaning Lotion, Type 1
  - (c) CAN/CGSB-2.46-95 Toilet Bowl and Urinal Cleaning Compound, Type 1
  - (d) CAN/CGSB-2.55-97 Glass Cleaner
  - (e) CAN/CGSB-2.107-92 General Purpose Built Liquid Detergent
  - (f) CAN/CGSB-2.160-95 General Purpose, Germicidal Detergent, Type 3
  - (g) Paper Towels (roll towel) shall be from the following approved products:
    - (i) Product No. 01040, Scott Kleenex by Kimberly-Clark; or
    - (ii) Product No. 20805, North River Ultra by Cascades; or
    - (iii) Product No. 20870, Décor Natural by Cascades; or
    - (iv) Product No. 314, Ecosoft Kraft Controlled White by BayWest.
  - (h) Paper Toilet Tissue (2 ply, white) shall be:
    - (i) Product No. SCA TM 1601A, Main Street, Safe for Septic Systems 4.2" x 3.75" (10.67 cm x 9.53 cm) 54.68 sq. ft. (5.08 sq. m);
    - (ii) Or approved equal (contact the Contract Administrator to have product tested).
- E9.2 The Contractor shall supply all washroom supplies including, without limitation, toilet tissue, and paper towels (to fit existing dispensers), liquid hand soap, plastic trash bags, deodorant blocks and other similar products. All washroom supplies shall meet the "Canadian General Standards Board" (CGSB) specifications.
- E9.2.1 Supplies shall consist of:
- (a) Fantastik Drop Ins or equipment (blocks for inside toilet tanks);
  - (b) Health Gards Metered Aerosol 7oz. cans, Product 07908, or approved equal for wall-mounted automatic air freshener system;
  - (c) Urinal Blocks;
  - (d) Garbage bags:
    - (i) 22" x 24" for office waste receptacles; and
    - (ii) 35" x 50" for lunchroom/coffee station waste receptacles.
- E9.3 The Contractor shall provide an extra supply of toilet tissue and paper towels specified in E7.1.3 on Site for emergency replacement by building users.
- E9.4 The Contractor shall ensure that all dispensers are filled to adequate levels with the supplies identified in E9.1 and E9.2.

## **E10. STORAGE**

E10.1 The City of Winnipeg shall make available designated storage areas for the purpose of storing the cleaning materials and equipment used by the Contractor during the term of this Contract.

E10.2 The Contractor shall:

- (a) store materials and equipment in the designated areas only;
- (b) clearly identify all containers in the designated area as to material content;
- (c) post in a conspicuous place in the designated storage areas safety precautions regarding the materials;
- (d) ensure that all storage areas used by the Contractor are secured so as to be accessible only by authorized personnel of the Contractor and the City;
- (e) ensure that all equipment and tools are properly cleaned and stored at the end of each daily cleaning operation (no wet mops and wet/used cleaning cloths shall remain on Site) in such a manner as not to present any fire hazard or cause any unsanitary or unsafe condition or odour.

## **E11. ENVIRONMENTAL PROTECTION**

E11.1 The Contractor shall be aware Deacon's Reservoir is the site for the Shoal Lake Aqueduct which supplies potable water supply to the City of Winnipeg. No contamination by fuel, chemicals, etc. shall be permitted at any time. Fuels or chemicals shall not be stored within 30 metres of the Aqueduct.

E11.2 The Contractor shall plan and implement the Work of this Contract strictly in accordance with the requirements of the environmental protection measures as herein specified.

E11.3 The Contractor is advised that at least the following Acts, Regulations, and By-laws apply to the Work:

E11.3.1 Federal

- (a) Canadian Environmental Protection Act (CEPA) c.16
- (b) Transportation of Dangerous Goods Act and Regulations c.34

E11.3.2 Provincial

- (a) The Dangerous Goods Handling and Transportation Act D12
- (b) The Endangered Species Act E111
- (c) The Environment Act c.D125
- (d) The Fire Prevention Act F80
- (e) The Manitoba Nuisance Act N120
- (f) The Public Health Act c.P210
- (g) The Workplace Safety and Health Act W120
- (h) Current applicable associated regulations
- (i) The Fisheries Act
- (j) The Migratory Birds Act
- (k) The Historic Resources Act
- (l) Drinking Water Safety Act

E11.4 Waste Handling and Disposal:

- (a) The Site shall be kept clean and orderly at all times;
- (b) At no time shall personal waste be permitted to accumulate outdoors;

- (c) Contractor shall use the designated disposal bins for disposing of collected garbage from within the City trailers. Garbage shall not include the building cleaners equipment and/or products/supplies to be discarded, which shall be removed entirely from the Deacon Reservoir Site by the Contractor at the end of each shift and disposed of in a professional manner;
- (d) Contractor must dispose of wastewater generated by cleaning activities by flushing it only into the toilets by using a strainer, approved by the Contract Administrator, to use over the toilet bowl to catch gravel, sediment, grit, mop strings, or other debris. At no time is waste water to be disposed of by emptying or cleaning equipment (ie: pails/buckets/mops) outdoors onto the ground or into an Aqueduct manhole;
- (e) No on-Site burning of waste is permitted;
- (f) Equipment shall not be cleaned outdoors.

#### E11.5 Emergency Spill Response

- (a) The Contractor shall ensure that due care and caution is taken to prevent spills.
- (b) The Contractor shall immediately report, all major spills of chemicals, petroleum products or other hazardous substances with the potential for impacting the environment and threat to human health and safety, to the Contract Administrator.
- (c) The following actions shall be taken by the person in charge of the spilled material or the first person(s) arriving at the scene of a hazardous material accident:
  - (i) Notify the Contract Administrator of the accident:
    - (i) identify exact location and time of accident;
    - (ii) indicate injuries, if any
  - (ii) Assess situation and gather information on the status of the situation, noting:
    - (i) personnel on Site;
    - (ii) cause and effect of spill;
    - (iii) estimated extent of damage;
    - (iv) amount and type of material involved;
    - (v) proximity to the Aqueduct
  - (iii) If safe to do so, try to stop the dispersion or flow of spill material:
    - (i) approach from upwind;
    - (ii) stop or reduce leak if safe to do so;
    - (iii) dyke spill material with dry, inert sorbent material or dry clay soil or sand;
    - (iv) prevent spill material from entering waterways and utilities by dyking;
    - (v) prevent spill material from entering Aqueduct manholes and other openings by covering with rubber spill mats or dyking.
  - (iv) Resume any effective action to contain, clean up, or stop the flow of the spilled product.

#### **E12. SECURITY OF FACILITY**

E12.1 Twenty-four hour security will be present on Site for the duration of the Contract. Contractor personnel will only be permitted to access the Site via the main entrance gate, located west of Provincial Road 207. The Contractor, his/her employees and sub-contractors must sign in and sign out at the main entrance gate. In order to maintain security of the Site, full access to the interior and trunk of the vehicle of the Contractor's employee's and subcontractor(s) may be required upon entering and exiting the Site.

E12.2 In the event site security personnel are not present at the main entrance gate when Contractor personnel arrive or depart, Security shall be contacted at the telephone number(s), which will be provided by the Contract Administrator upon Award of Contract.

- E12.3 The Contractor shall ensure that, at all times, when his employees or representatives are in the facility that the facility is kept secure from entry by unauthorized persons.
- E12.3.1 Upon leaving the building, these employees or representatives of the Contractor shall ensure that all windows and screens are closed and secured, and all entrances to the building are properly locked.
- E12.3.2 Access to certain parts of the buildings are controlled through the use of keys:
- (a) The Contractor will be provided with one (1) set of keys for areas secured with keyed locks;
  - (b) Keys shall not be copied;
  - (c) Keys are not to leave the Site;
  - (d) All keys are to be returned to the designated storage area at the end of each shift;
  - (e) A fee to replace each lost key is \$25.00 at the Contractor's expense.

### **E13. SIGN-IN AND SIGN-OUT RECORDS**

- E13.1 The Contractor shall:
- (a) Sign in (upon arrival) and sign-out (upon completion of the Work) in a book provided on the Contract Administrator's desk.

### **E14. COMMUNICATION**

- E14.1 The Contractor shall have on the Site, a minimum of one (1) employee during all service scheduled Work, who can receive and carry out written and verbal instructions in English or requests that fall within the Contract requirements, and to effectively relay in a timely manner any which fall outside the Contract requirements, such as flooding, building security problems, plumbing needs, etc.
- (a) Further, it is expected that this person will be familiar with the site Task Schedule and the Cleaning Requirements, all of which form part of the Contract.
  - (b) The Contractor shall provide to the Contractor's employees performing Work at the Site, a copy of: Part E-Specifications, Drawings, and Table A – Cleaning Requirements, and the copy shall be kept in the janitor's storage room for their referral.

### **E15. NOTIFICATION OF PROBLEMS**

- E15.1 The Contractor shall immediately notify Site Security at the number that will be provided by the Contract Administrator if problems or unusual conditions are observed at the Site.
- E15.2 In case of an emergency (eg. fire, injury), Contractor personnel is to call the emergency response centre at **986-4781**.

### **E16. PERSONNEL**

- E16.1 The Contractor shall ensure that all their employees engaged in the execution of this Contract are experienced janitors and are properly trained in the handling of cleaning materials and equipment including use and storage according to manufacturer's instructions.
- E16.2 The Contractor shall supervise their employees and shall ensure that all such employees behave at all times in a manner appropriate to persons in a Civic facility and shall without limitation ensure that all the Contractor's employees:
- (a) are dressed in a clean, neat and respectable manner including their Personal Protective Equipment in accordance with D15.4(b);
  - (b) personal hygiene meets acceptable standards;

- (c) behave in a courteous and polite manner to City personnel and other persons in the facility;
- (d) are careful with all property that is in or a part of the facility;
- (e) do not smoke while on the premises;
- (f) are able to communicate effectively in English; and
- (g) refrain from using profanity.

E16.3 The Contractor shall ensure that all its employees working in these facilities, at all times while on the Site, have proper identification in the form of:

- (a) a uniform bearing the name of the company (only);
- (b) a photo identification badge, provided by the Contract Administrator upon successful completion of the Site Safety Orientation session.

**E17. DEFECTIVE WORK**

E17.1 The sum fixed for Defective Work for this Contract, per scheduled Working Day, per location, as follows:

- (a) Deacon's Reservoir. \$100.00

E17.2 Further to E17.1, the Contractor will be given a grace period of ten (10) Working Days to learn the building and refine his cleaning methods. The Contractor will then be expected to comply fully with the cleaning requirements outlined in the Contract.

E17.3 Building Cleaning Inspections are carried out at each location once a week on random days. In addition to the fixed sum for Defective Work for this Contract, the Contract Administrator, at his discretion, will impose an inspection fee of \$25.00 per cleaning inspection, for all additional inspections required to ensure compliance with specifications.

**TABLE A - CLEANING REQUIREMENTS: FLOORS**  
FOR WATER AND WASTE DEPARTMENT AT DEACON'S RESERVOIR

<b>LOCATION</b>	<b>Vacuum Priority 1</b>	<b>Wash with Cleaner Priority 2</b>
Sheet Flooring	D	D
Floor Tiles	D	D
Carpet	D	
Mats	D	

Date: March 9, 2007

D - Daily

**IMPORTANT:**

No sweeping of floors due to high volume of dust in the air, as items within the buildings become covered in fine dust and create health problems. VACUUM only.

No excessive water on the mop to wash floors. Use a clean mop to wash floors. Replace water frequently. During peak season the floors are very dirty as boots are worn in the building by the Construction Workers.

No sweeping compounds are allowed to use on Site within the buildings as it makes the surface slippery.

**TABLE B - CLEANING REQUIREMENTS: WALLS**  
FOR WATER AND WASTE DEPARTMENT AT DEACON'S RESERVOIR

<b>LOCATION</b>	<b>Wash with disinfecting cleaner</b>
Bathroom walls	D

Date: March 9, 2007

D - Daily



**TABLE C - CLEANING REQUIREMENTS: FURNISHINGS & FIXTURES - 1**  
 FOR WATER AND WASTE DEPARTMENT AT DEACON'S RESERVOIR

<b>LOCATION</b>	<b>Remove Spots, Stains, and Graffiti</b>	<b>Wipe with Cleaner</b>	<b>Disinfect</b>	<b>Vacuum / Wash</b>	<b>Empty &amp; Clean</b>	<b>Remove Refuse to Designated Area</b>	<b>Supply Plastic Trash Bags &amp; Line Receptacle</b>	<b>Refill Dispensers</b>
Waste Receptacles	D	D	D		D	D	D	
Sinks	D	D	D					
Dispensers	D	D	D					D
Toilets & Seats	D	D	D					
Urinals	D	D	D					
Plumbing Fixtures (chrome)	D	D	D					
Mirrors	D	D						
Interior Glass (up to normal door height)	D	D						
Interior Glass both sides (above door height)		M						
Window Sills & Ledges		M						
Appliances: Fridges, Microwaves, <i>Exterior Only</i>		D						

Revised March 9, 2007

D - Daily  
 W - Weekly  
 M – Monthly

**TABLE D - CLEANING REQUIREMENTS: FURNISHINGS & FIXTURES – 2**  
**FOR WATER AND WASTE DEPARTMENT AT DEACON'S RESERVOIR**

LOCATION	Vacuum	Wipe with Cleaner	Disinfect	Dust with approved duster	Dust around items
Desk Side Panels & Legs		M			
Table sides & Legs		M			
Table tops (if table tops are clear of items)		M			
Table and desk tops (if items are on top*)					W
Table tops in Boardrooms		D			
Table tops in Kitchen and Lunch Areas		D			
Drawing Tables and Counters					W
Kitchen Counter Tops & Sides		D			
Kitchen Cupboards		D			
Filing Cabinets					W
Credenzas					W
Cabinets		W			
Desk Lamps				W	
Bookcases					W
Library Book Shelves					W
Telephones (incl. Payphones & enclosures)			W		
Chairs (vinyl/plastic only)		M			
Chairs and Chesterfields (fabric covered)	M				
Furnishings (finished wood/chrome surfaces)		M			
Computer equipment, only the following: Keyboards and monitors				W	
Shelves (other than library bookshelves)					W

Revised March 9, 2007

D – Daily  
 M – Monthly  
 W – Weekly

\* Do not move/disrupt any items