



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 327-2009**

**PROVISION OF LINEN SERVICES**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF LINEN SERVICES

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, September 2, 2009.

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

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

### **B3. ENQUIRIES**

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

B3.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

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

### **B4. ADDENDA**

B4.1 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.

B4.2 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.

B4.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B4.3 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.

## **B5. SUBSTITUTES**

- B5.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 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.
- B5.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B5.5 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.
- B5.6 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.
- B5.6.1 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.
- B5.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B13.
- B5.9 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.
- B5.10 Notwithstanding B5.2 to B5.9, and in accordance with B6.5, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B13.1(a).

## **B6. BID SUBMISSION**

- B6.1 The Bid shall consist of the following components:
- (a) Form A: Bid;

(b) Form B: Prices.

- B6.2 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.
- B6.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B6.4 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B13.1(a).
- B6.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.7 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:  
The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B6.7.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B6.8 If the Bid is submitted by facsimile transmission, it shall be submitted to (204) 949-1178
- B6.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

**B7. BID**

- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 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.
- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 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.
- B7.4 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.

B7.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B7.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

## **B8. PRICES**

B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices for Year 1, and a percentage increase or decrease for Years 2, 3 and 4. If no percentage is offered in the bid (left blank) for Years 2 or 3 or 4, the percentage would be considered 0%.

B8.1.1 Notwithstanding C11.1.1, 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.

B8.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B8.3 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.

B8.4 The City reserves the right to change its requirements by either increasing or decreasing quantities, exchanging for different garments, sizes, sleeve length (short sleeve, long sleeve) and/or employee names. This shall be at no additional cost to the City.

B8.5 Prices from Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B9. QUALIFICATION**

B9.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B9.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information

Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

- B9.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
  - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).
- B9.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B9.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

#### **B10. OPENING OF BIDS AND RELEASE OF INFORMATION**

- B10.1 Bids will not be opened publicly.
- B10.2 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 Division website at <http://www.winnipeg.ca/matmgt>
- B10.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>
- B10.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

#### **B11. IRREVOCABLE BID**

- B11.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B11.2 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.

#### **B12. WITHDRAWAL OF BIDS**

- B12.1 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.
- B12.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B12.1.2 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.

- B12.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
  - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
  - (c) if the notice has been given by any one of the persons specified in B12.1.3(b), declare the Bid withdrawn.
- B12.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B11.2 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.

### **B13. EVALUATION OF BIDS**

- B13.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
  - (c) Actual stock x \$/ea/cycle for all items for which no minimum usage percent is applicable;
  - (d) Actual stock x Min. usage % x \$/ea/cycle **or** Actual stock x 40% x \$/ea/cycle, whichever is greater, for all items for which a minimum usage % is applicable;
  - (e) economic analysis of any approved alternative pursuant to B5;
  - (f) costs to the City of administering multiple contracts.
- B13.2 Further to B13.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B13.3 Further to B13.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.
- B13.4 Further to B13.1(c), the Bid Prices shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices, shown as Year 1, plus percentages proposed for Years 2, 3 and 4.
- B13.5 Further to B13.1(d), for comparison purposes, the greater of the minimum usage percent, or 40% will be used to evaluate all items for which a minimum usage is applicable. (40% traditionally being the percent of garments the Contractor has been required to clean per cycle).
- B13.5 This Contract may be awarded as a whole (Alternative 1, Sections A and B) or separately in sections (Alternative 2, Section A, and/or Section B) as identified on Form B: Prices.
- B13.5.1 Notwithstanding B8.1, the Bidder may, but is not required to, bid on both alternatives, or on any one or more sections in Alternative 2.
- B13.5.2 Notwithstanding B14.3, the City shall not be obligated to award any section to the responsible Bidder submitting the lowest evaluated responsive Bid for that section and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on both alternatives or on all sections in Alternative 2, he shall have no claim against the City if his partial Bid is rejected in favour of an award of the Contract on the basis of an alternative or section upon which he has not bid.



**B14. AWARD OF CONTRACT**

- B14.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B14.2 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.
- B14.2.1 Without limiting the generality of B14.2, 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.
- B14.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B13.
- B14.3.1 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.
- B14.4 Notwithstanding C4.1, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B14.5 The Contract Documents, as defined in C1.1(n), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of providing linen services to the City of Winnipeg for the period of November 1, 2009 to October 31, 2013 as follows:

- (a) Year 1: November 1, 2009 to October 31, 2010;
- (b) Year 2: November 1, 2010 to October 31, 2011;
- (c) Year 3: November 1, 2011 to October 31, 2012;
- (d) Year 4: November 1, 2012 to October 31, 2013.

D2.2 Further to D2.1, the Contractor shall ensure goods are ordered and shall be prepared to start service on November 1, 2009.

- (a) On the onset of Year 3, the entire garment requirements shall be replaced and provided to the Users no later than November 1, 2011.

D2.3 The major components of the Work are as follows:

- (a) Rental and Cleaning of Garments, Cleaning of City owned Goods, and Rental and Cleaning of Towels;
- (b) Rental and Cleaning of Mats and Mops.

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, 2009.

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 to terminate the Contract, 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.

#### D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (b) "**Item(s) No.**" means the item number specified on Form B: Prices;
- (c) "**N/A**" means not applicable as indicated on Form B: Prices;
- (d) "**Replacement**" means to replace an article with one of like kind and quality, without depreciation for wear and tear and without betterments.

D3.2 Notwithstanding C1.1, when used in this Bid Opportunity:

- (a) "**7 day cycle basis**" means once per week delivery, except No. 3 which will require three times per week delivery; and
- (b) "**14 day cycle basis**" means once every second week delivery.

**D4. CONTRACT ADMINISTRATOR**

D4.1 The Contract Administrator is:

Debbie Shkolny  
Contracts Officer  
Corporate Finance Department  
Materials Management Division  
Main Floor, 185 King Street  
Winnipeg MB R3B 1J1

Telephone No. (204) 986-2249  
Facsimile No. (204) 949-1178

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

**D5. CONTRACTOR'S SUPERVISOR**

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

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

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

**D6. NOTICES**

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

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

**SUBMISSIONS**

**D7. AUTHORITY TO CARRY ON BUSINESS**

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

**D8. INSURANCE**

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

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

D8.2 Deductibles shall be borne by the Contractor.

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

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

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

## **CONTROL OF WORK**

### **D9. COMMENCEMENT**

D9.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.

D9.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
  - (i) evidence of authority to carry on business specified in D7;
  - (ii) evidence of the workers compensation coverage specified in C6.14;
  - (iii) evidence of the Dishonesty Bond specified in D8.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- (c) description of goods, sizes, quantities and civic employee name(s) (where applicable), have been provided by the Contract Administrator.

D9.3 The City intends to award by September 15, 2009. The Contractor shall ensure goods are ordered and shall be prepared to start service on November 1, 2009. This typically takes 10 – 12 weeks prior to start of service.

### **D10. ORDERS AND ENQUIRIES DURING CONTRACT**

D10.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D10.2 The Contractor shall provide a fax number or an e-mail address at which orders and enquiries for service may be placed.

D10.3 The Contractor shall designate one (1) employee to take orders or change requirements in accordance with instructions from the Contract Administrator or his/her designate.

D10.4 The City will not be responsible for orders or changes that are not submitted on the authorized standard form of communication.

## **D11. RECORDS**

- D11.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D11.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
  - (b) order date(s);
  - (c) service date(s); and
  - (d) description, sizes and quantity of services provided.
- D11.3 The Contractor shall provide the Contract Administrator with a copy of the records for each six (6) months within thirty (40) Calendar Days of the end of that six (6) month period.

## **D12. LOCATION AND SCHEDULE OF WORK**

- D12.1 Work shall be performed on a 7 day cycle basis, and/or on a 14 day cycle basis, during the term of the Contract, f.o.b. destination, freight prepaid, to various locations within the City of Winnipeg, including Hadashville, East Braintree and Ross, Manitoba.
- D12.2 Table A attached, lists intended work locations, provided for the convenience of the Bidder only. The City reserves the right to add or delete locations, or alter the type or quantity of work performed at any location "as required" by changes in its operations during the term of the Contract.
- D12.3 Work shall be performed and completed between 8:30 a.m. and 2:00 p.m., Monday to Friday, except for Statutory Holidays with the exception to Transit as their delivery hours are between 7:30 a.m. and 8:00 a.m. (Transit employees are issued their garments internally prior to 9:00 a.m.).
- D12.4 The Contractor shall make arrangements with Users for measuring employees for garments, and to accommodate shift workers.
- D12.5 Section A: The Contractor shall provide the following upon delivery:
- (a) supply all garments on hangers;
  - (b) sort all garments by name for each facility (sorted by employee in bundles of garments issued to the User) and provide the paperwork to match the garments with Users;
  - (c) hang garments on racks in each facility;
  - (d) provide a hanger holder for large facilities. The hangers shall be removed upon the next delivery; and
  - (e) not deliver garments that are damp upon delivery.
- D12.6 Work shall be completed within two (2) Working Days of the placing of an order, except where otherwise agreed at the time of ordering.

## **MEASUREMENT AND PAYMENT**

### **D13. INVOICES**

- D13.1 Further to C11, the Contractor shall submit monthly electronic invoices for the Work performed pursuant to each order to:

The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: (204) 949-0864

Email: [CityWpgAP@winnipeg.ca](mailto:CityWpgAP@winnipeg.ca)

D13.1.1 Electronic invoicing, having one (1) invoice per month submitted, stating the City department, with break downs by division and address.

D13.2 Invoices must clearly indicate, as a minimum:

- (a) the City's order number;
- (b) date(s) of provision of services;
- (c) location at which service was provided;
- (d) type and quantity of services provided;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

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

#### **D14. PAYMENT**

D14.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D14.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

#### **WARRANTY**

##### **D15. WARRANTY**

D15.1 Notwithstanding C12, the warranty period for each item of Work supplied shall begin on the date of successful delivery and shall expire two (2) years thereafter unless extended pursuant to C12.3, in which case it shall expire when provided for thereunder.

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS AND DRAWINGS**

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B5.

#### **E2. SERVICES**

- E2.1 The Contractor shall provide linen services in accordance with the requirements hereinafter specified.
- E2.2 The Goods are identified on Form B: Prices in Sections A and B.
- E2.3 Rental Goods identified as "Rental and Cleaning" of various items identified in Sections A and B on Form B: Prices, the Contractor shall:
- (i) Supply rented goods, pick up soiled goods and deliver cleaned goods;
  - (ii) Deliver goods in the appropriate quantities to the various City locations before 2:00 p.m. October 27, 2009;
  - (iii) At the end of the Contract, pick up Contractor's goods no sooner than November 5, 2013.

#### **SECTION A:**

#### **E2.4 Rental and Cleaning of Clothing.**

- E2.4.1 The Contractor shall:
- (a) Pre-shrink clothing prior to sizing, except Item No. 4 which shall have a minimum of two (2) pre-washes prior to sizing;
  - (b) Upon award, measure employees for correct size of garments and supply all Users their garments in accordance with E2.3(ii):
    - (i) The Contract Administrator will provide the Contractor with lists indicating department and address, type of garment(s), employees names, quantities, size (Contractor shall measure for most current size);
  - (c) In Year 3 of the Contract, provide all Users with new garments no later than five (5) Business Days prior to November 1, 2011;
  - (d) Throughout the Contract, maintain garments to fit employees size. The Contractor shall re-measure employee(s) when requested by User;
  - (e) Ensure garments that are to be blue in colour shall harmonize in colour: shall not clash;
  - (f) Replace garments that are no longer repairable or that are unacceptable in appearance to the User, or unsafe. The garment shall be replaced with a better condition garment, same type of garment, sized to the employee and acceptable to the User;
  - (g) Repair torn garments and return repaired garment with the next scheduled delivery. If the garment is not ready for the next scheduled delivery day, a replacement garment, being of the same type and size garment in for repair, shall be supplied on a temporary basis;
  - (h) For Item No. 4, the material used for this garment must be Indura (Flame Retardant) (These garments will be used for Welders and employees doing occasional spot welding);



- (i) For all Items No. 1 to 15, replace faulty fasteners (ie: posts, buttons, snaps, buckles), and/or zipper;
- (j) Supply garment repair tags or memos to the Users;
- (k) On a quarter-yearly basis as a minimum, perform an inventory count of garments with the User, at each applicable City location, throughout the term of the Contract:
  - (i) Confirmation must be sent via email to the Contract Administrator, no later than ten (10) Business Days from the beginning of that quarter-year, proof that an inventory count of garments at each location has been performed.
- (l) Supply new clothing/garments at the outset of the Contract:
  - (i) For the start of the Contract in 2009, only in the case that the new garments are not ready, supply temporary replacement garments to all Users with the Users choice of garments, until they have received their new clothing/garments.

E2.4.2 The garments shall be as follows:

- (a) Items No. 1 and 2, 5 to 11 shall be the employees choice of material made of:
  - (i) 100% cotton; or
  - (ii) 65% polyester/35% cotton (blend);
- (b) Items No. 1 and 2 shall be as follows:
  - (i) Item No. 1: without reflective tape;
  - (ii) Item No. 2: with 3M #8940 reflective tape, and in accordance with CAN/CSA Z96-09;
- (c) Item No. 3 shall be made of 100% cotton, or 65% polyester/35% cotton (blend), and shall be white in color, (except where additional garments are required):
  - (i) will be required on a seasonal basis between approximately April 15 to approximately October 15 of each year (three times a week delivery);
  - (ii) In the event that additional garments are required beyond the normal seasonal quantities, a substitute color may be acceptable but only with the approval from the City;
- (d) Item No. 4, 14 and 15 shall be Indura Ultra Soft (flame retardant material);
  - (i) Item No. 4 and 14 shall have a label fixed securely to the outside of the garment or to the inside of the collar area of the garment bearing the words "Indura" or "Flame Retardant";
  - (ii) Item No. 15 shall have a label fixed securely to the outside of the garment to the inside of the waistband of the garment bearing the words "Indura" or "Flame Retardant".
- (e) Item No. 7 shall have pockets and side slits sewn shut (garments will be used in a facility counting currency);
- (f) Item No. 8, 9 and 15 shall have a fly zipper, a waist band fastener and belt loops;
- (g) Items No. 10 and 11 shall be the employees choice of length of sleeve as follows:
  - (i) Alternative (1): short sleeve (ss);
  - (ii) Alternative (2): long sleeve (ls);
  - (iii) or a combination of both Alternatives.
- (h) Items No. 1, 2, 3, 4, 5, 6, 7, 10, 11, 12,13 and 14 shall:
  - (i) Bear the employee's first name and (if requested) first initial of last name, crested with ½" letters, and firmly attached to the garment above the right breast pocket. The name must be legible during the life of the garment; in the case of identical first name and first initial of last name, a middle initial shall be included;
  - (ii) Bear the word "Spare" crested with ½" letters, and firmly attached to the garment above the right breast pocket, where a garment will be used as a spare. "Spare" must be legible during the life of the garment;

(iii) Have a label fixed securely inside the collar area of the garment, bearing, as a minimum, the employees name with having a minimum of: first name, middle initial, and last name; and size of garment;

(i) Items No. 1, 2, 5, 7, 8 and 10 may be in either a dark blue; or a lighter blue and shall be the employees choice (if available and depending upon fabric);

(j) Items No. 1 to 7 (for long sleeve) and 10,12 and 14, shall have fasteners on fronts and at wrist cuffs. The fasteners shall close firmly and remain fastened shut until employee opens garment;

(k) Ranging in various sizes and must accommodate custom sizes (ie: size 66 T).

#### E2.4.3 Miscellaneous Services:

(a) Item No. 24: Sew on City of Winnipeg crest to any rental garment identified in Section A.

E2.4.4 The Contractor shall, upon request of the Contract Administrator, supply a sample of fasteners being used, attached to the materials offered. The fasteners shall be the same type of fastener used on the garments throughout the term of the Contract unless receiving prior approval from the Contract Administrator.

E2.4.5 The City will be responsible for garments which, while in the care and possession of the City, are lost or damaged beyond reasonable repair other than through normal wear. Losses, if any, will be paid for at the Contractor's replacement cost, less depreciation, or the City may, at its sole option provide a replacement.

#### E2.5 **Cleaning of City Owned Goods:**

E2.5.1 The Contractor shall for Items No. 16, 17 and 18:

(a) Pick up soiled garments and deliver cleaned garments;

(b) Press lab coats after cleaning (Item No. 17 only);

(c) Have a "Control" system in place to match garments for prevention of loss or misplacement of garments;

(d) Replace lost or damaged garments with an equivalent garment at the Contractor's expense. The replacement garment shall be approved by the Contract Administrator or his/her designate prior to replacement. The meaning of "Replacement" is stated in D3.1(d).

#### E2.6 **Rental and Cleaning of Towels:**

E2.6.1 The Contractor shall for Items No. 19 through to 23:

(a) Supply goods in the sizes listed on Form B: Prices;

(b) Maintain the appearance of the goods and replace goods that are no longer repairable, unacceptable in appearance to the User, or unsafe;

(c) Note: Printer towels will contain ink and solvent from the Print Shop.

### **SECTION B:**

#### E2.7 **Rental and Cleaning of Mats and Mops**

E2.7.1 The Contractor shall for Items No. 25 through to 37:

(a) Supply goods in the sizes listed on Form B: Prices;

(b) Maintain appearance of goods and replace goods that are no longer repairable, unacceptable in appearance to the User, or unsafe.

### **MISCELLANEOUS:**

E2.8 The Contractor shall:

- (a) provide a packing slip(s) to the User upon delivery that contains the following, as a minimum:
  - (i) Delivery Department, Division and location.
  - (ii) Item description;
  - (iii) Quantity picked up and delivered of soiled garments per employee including employee name (if applicable);
  - (iv) Quantity of all other items delivered and picked up.
- (b) provide, upon request by the Contract Administrator or his/her delegate, a packing slip within two (2) Business Days, with information described in Clause (a).

E2.9 Problem/Resolution:

- (a) The Contractor shall designate a field representative to deal with inquiries and/or complaints;
- (b) The field representative shall have the authority to effect remedies;
- (c) The field representative shall respond to any complaint within 1 (one) Business Day of notification and shall arrange within 1 (one) Business Day thereafter for resolution of complaint.

## TABLE A – LOCATIONS

### Street No. Street

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

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

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

Addresses Listed above are subject to change during the Contract in accordance with D2.4.