



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 544-2023

PROVISION OF BUILDING CLEANING SERVICES AT 552 PLINGUET STREET

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APPENDIX A

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF BUILDING CLEANING SERVICES AT 552 PLINGUET STREET

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon. Winnipeg time, August 25, 2023.

B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Proponent shall attend a Site Investigation in accordance with B3.6. Attendance is mandatory, and the Proposal of any Proponent not having attended will be rejected on the basis that it is non-responsive.

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

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

B3.4 The Proponent is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Proposal or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

B3.5 Questions raised at the Site Investigation will be recorded and the written answers will be issued as an Addendum to this document.

B3.6 Further to B3.1, Proponents shall meet on the Main Floor, Front lobby at each location. The locations, dates and times are as follows:

- (a) Site: 552 Plinguet Street
- Date: August 1, 2023 or August 3, 2023
- Time: 10:00am

B4. ENQUIRIES

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

B4.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.

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

- B4.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.
- B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.
- B4.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

- B5.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
 - (b) becomes publicly known other than through the Proponent; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

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

B7. SUBSTITUTES

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

- B7.4 The Proponent shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in their sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons they wish to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base their 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 B20.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. PROPOSAL SUBMISSION

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal;
 - (b) Form B: Prices in accordance with B10;
 - (c) Technical Plan in accordance with B14; and
 - (d) Experience of Proponent and Key Personnel in accordance with B15.
- B8.2 The Proposal should consist of the following components:
- (a) Social Procurement Questionnaire in accordance with B16.
- B8.3 Further to B8.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

- B8.4 Further to B8.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.5 Further to B8.1 and B8.2, the Proponent should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.6 Proponents are advised not to include any information/literature except as requested in accordance with B8.1 and B8.2.
- B8.7 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.
- B8.8 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B8.8.1 Proposals will **only** be accepted electronically through MERX.
- B8.9 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal document, including the General Conditions, will be evaluated in accordance with B20.1(a).
- B8.10 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B9. PROPOSAL

- B9.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, their name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by their duly authorized officer or officers;
 - (d) if the Proponent is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B9.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B10. PRICES

B10.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B10.1.1 Notwithstanding C12.2.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.

B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B11. DISCLOSURE

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

B11.2 The Persons are:
(a) N/A.

B12. CONFLICT OF INTEREST AND GOOD FAITH

B12.1 Further to C3.2, Proponents, by responding to this Request for Proposal, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B12.2 Conflict of Interest means any situation or circumstance where a Proponent or employee of the Proponent proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of their participation in the Request for Proposal process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Request for Proposal process) of strategic and/or material relevance to the Request for Proposal process or to the Work that is not

available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B12.3 In connection with their Proposal, each entity identified in B12.2 shall:

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

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

B12.5 Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in their sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of their employees proposed for the Work;
- (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of their employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

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

B13. QUALIFICATION

B13.1 The Proponent shall:

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

B13.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

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

- B13.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
 - (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.4 and D7).
 - (e) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F -
- B13.4 Further to B13.3(d), the Proponent acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B13.5 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.
- B13.6 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B14. TECHNICAL PLAN

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

Organization and Management

- B14.2 The Proponent shall describe, how they will provide the staff necessary to perform all Services as specified in the Statement of Work as it pertains to the team's organization, services to be managed, and proof of the Contractor's resources, if and when needed, by providing the following (but not limited to):
- (a) Overall Proponent's Organization:
 - (i) An organization Chart for the Proponent.
 - (ii) Key personnel position title and length of time with the Proponent as they relate to the assigned roles and responsibilities.
 - (b) Team proposed to be assigned to this Contract:
 - (i) An outline indicating the number of personnel that would be utilized to carry out the services. The number of personnel should be broken-down to reflect the number of superintendents, supervisor(s)/cleaners, day cleaners, evening cleaners and weekend cleaners.
 - (c) Monitoring of Staff:
 - (i) A detailed description of the Proponent's intended methods to supervise and monitor the staff to ensure the work performance adheres to the quality standards specified in this Request for Proposal. This should include the number of hours for the working supervisor(s).

- (d) Absenteeism of Staff:
 - (i) A detailed narrative of how the Proponent would remedy the quality of diminished janitorial services provided due to a high level of absenteeism (staffing approach).

Health & Safety

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

- (a) Programs:
 - (i) A detailed description of the Health and Safety Program or practices currently in place, including training and monitoring of staff performance necessary to maintain a healthy and safe working environment and adhere to all health and safety measures pertaining to accident prevention and fire hazards recommended by National and Provincial codes and/or prescribed by the authorities having jurisdiction concerning the equipment, work habits, and procedures.
- (b) Health and Safety Training:
 - (i) Provide name(s) of supervisor(s) and employee(s) and type of training they have completed related to Health and Safety (eg. Health and Safety, WHMIS, First Aid, other).
- (c) Emergency Cleanups:
 - (i) A detailed plan for the response to emergency cleanups (eg. bodily fluids spills).

Materials & Equipment

B14.4 A description of how the Proponent would supply all equipment, materials, or products required to carry out the services as outlined in the Specifications Statement of Work, as it pertains to the type and quantity of equipment the Proponent has available to carry out the services, the type of material or products that the Proponent will use to carry out the services, preferred use of materials and products certified as green seal (environmentally friendly). Please provide the following (but not limited to):

- (a) Equipment List:
 - (i) A list of mechanical equipment, including specifications (ie. make and model number and/or performance capabilities etc.) the Proponent will have available to carry out the services. For example: vacuums, floor machines, carpet extractors, etc. Include age of equipment (not used for assessment but for information purposes only) and quantities.
- (b) Materials and Products List:
 - (i) A list of materials or products, including the brand name and/or manufacturer, the Proponent's organization intends to use to carry out the services. The use of materials and products considered environmentally friendly are indicated at the Green Seal web site <http://www.greenseal.org> The Proponent shall indicate if the proposed has environmental certification.
- (c) Manufacturer's Product Labels:
 - (i) The Proponent 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.

Quality Assurance

- B14.5 The Proponent shall describe how the quality standards described herein shall be strictly adhered to as it relates to the Proponent's commitment towards a quality organization and the Proponent's method of maintaining and improving quality services, by providing the following (but not limited to):
- (a) Quality Assurance (QA) Program:
 - (i) A detailed description of the QA program currently employed by the Proponent, including the employee involvement.
 - (b) Quality Assurance Training:
 - (i) Provide detailed description of QA Training and any other courses attended outside the organization given to employees to ensure quality service delivery.
 - (c) Resolution of Problems:
 - (i) A detailed description of how the Proponent proposes to resolve contentious issues related to the quality of services.

B15. EXPERIENCE OF PROPONENT AND KEY PERSONNEL

- B15.1 The Proponent shall demonstrate, in their response, that they have the ability to successfully carry out and manage the responsibilities as outlined in the Statement of Work, as it relates to evidence that the Proponent has the required experience in janitorial services, and has proven past performance in this field of work, by providing the following (but not limited to):
- (a) Evidence of the Proponent's experience and past performance, which will be assessed on the submission of two (2) contracts or projects rendered for at least six (6) consecutive months within the past three (3) years, wherein the range of janitorial services provided are comparable to those described in this Request for Proposal. References may be a combination of government and/or other industry contracts, and must be verifiable.
 - (b) If the Proponent submits the reference in excess of the stated requirement above, only the references up to the identified limit will be evaluated. If the referenced project has not occurred within the past three (3) years, it will not be evaluated.
 - (c) For each reference provided, the Proponent shall provide the information contained in the following:
 - (i) Reference 1 and 2 shall include a combination of government and/or other industry contract;
 - ◆ Name of Client organization or company;
 - ◆ Name, title, telephone number and email address of contact;
 - ◆ Provide a detailed description of Project or Contract;
 - ◆ Approximate size in square feet of the cleanable area of the project/contract;
 - ◆ Location of the project or contract;
 - ◆ Approximate value of the project or contract;
 - ◆ Performance period of the project or contract.
 - (d) Supervisor's Performance:
 - (i) A detailed narrative of how the Proponent's organization would identify the factors that would indicate that the on-site supervisor is not performing duties adequately and what the organization would do to remedy the situation.

B16. SOCIAL PROCUREMENT QUESTIONNAIRE

- B16.1 The Proponent should fill in the questionnaire in accordance with the questionnaire instructions in Appendix A.

B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B17.1 Proposals will not be opened publicly.
- B17.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.
- B17.3 The Proponent is advised that any information contained in any Proposal may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B17.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.
- B17.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Contract Administrator.

B18. IRREVOCABLE OFFER

- B18.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B18.2 The acceptance by the City of any Proposal shall not release the Proposals of the next two lowest evaluated responsive Proponents and these Proponents shall be bound by their Proposals on such Work until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B19. WITHDRAWAL OF OFFERS

- B19.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

B20. EVALUATION OF PROPOSALS

- B20.1 Award of the Contract shall be based on the following bid evaluation criteria:
- | | |
|--|-------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal, or acceptable deviation therefrom | (pass/fail) |
| (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B13 | (pass/fail) |
| (c) Total Bid Price | 40 pts; |
| (d) Technical Plan | 45 pts; |
| (e) Experience of Proponent and Key Personnel | 5 pts; |
| (f) Social Procurement Questionnaire | 10 pts; |
| (g) economic analysis of any approved alternative pursuant to B7. | |
- B20.2 Further to B20.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal 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 Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in their Proponent or in other information required to be submitted, that they are qualified.

- B20.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B20.1(a) and B20.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B20.5 Further to B20.1(c), the Total Bid Price shall be the monthly rate per square feet multiplied by approximate quantity cleaning area for each item, and for each year shown on Form B: Prices.
- B20.6 Further to B20.1(d), the Technical Plan will be evaluated considering the information submitted in B14, and its likelihood of supporting continuous successful performance of the Work of the Contract.
- B20.7 Further to B20.1(e), the Experience of the Proponent and Key Personnel will be evaluated considering the information provided in response to B15.
- B20.8 Further to B20.1 (f), the Social Procurement Questionnaire will be evaluated considering the information provided in response to B16. Points scored in the Social Procurement Questionnaire will be converted to the points stated in B20.1(f).
- B20.9 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B20.10 This Contract will be awarded as a whole.

B21. AWARD OF CONTRACT

- B21.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B21.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B21.2.1 Without limiting the generality of B21.2, 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 their own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B21.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer in accordance with B20.
- B21.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B21.4.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B21.5 Following the award of contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Contract Administrator.
- B21.6 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the provision of building cleaning services at the following locations, for the period starting October 1, 2023 to September 30, 2024, with the option of four (4) mutually agreed upon one (1) year extensions:

(a) 552 Plinguet ST, approximately 12,141 sq. ft.;

(b) 598 Plinguet ST, approximately 3,484 sq. ft..

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

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

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

D2.2 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Proponents are advised that monies have been approved for work up to and including December 31, 2023.

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

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

D2.4 Further to C12.4, if the minimum wage in the Province of Manitoba increases during the Contract, the City will adjust the hourly rate by the legislated increase plus the payroll costs on that legislated increase.

D3. COOPERATIVE PURCHASE

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

D3.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.

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

D4. DEFINITIONS

- D4.1 When used in this Request for Proposal:
- (a) "**C.G.S.B**" means the Canadian General Standards Board that complies with the latest edition of standards including amendments and supplements in effect on the date of issue of this Specification shall apply to the Work;
 - (b) "**Supply Chain Disruption**" means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;
 - (c) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
 - (d) "**W.C.B.**" means the Workers Compensation Board.

D5. CONTRACT ADMINISTRATOR

- D5.1 The Contract Administrator is:
Raymund Tabing, C.E.T
Technologist
Water and Waste
Winnipeg MB R2J 0G1
Phone No. 204 986 2220
Email Address: rtabing@winnipeg.ca
- D5.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D6. CONTRACTOR'S SUPERVISOR

- D6.1 Further to C6.22, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in their employ.
- D6.2 Before commencement of Work, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D6.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D7. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

- D7.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.
- D7.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.
- D7.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
 - (b) providing reasonable accommodations;
 - (c) reasonably accommodating assistive devices, support persons, and support animals;
 - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
 - (e) inform the public when accessibility features are not available;
 - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
 - (g) providing adequate training of staff and documentation of same.

D8. UNFAIR LABOUR PRACTICES

- D8.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D8.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D8.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).

- D8.4 Failure to provide the evidence required under D8.3, may be determined to be an event of default in accordance with C18.
- D8.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing (“Unfair Labour Practice Penalty”). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D8.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor’s violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City’s reputation in the eyes of the public as a result of same.
- D8.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D8.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D8.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

- D9.1 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.

D10. INSURANCE

- D10.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
 - (c) crime insurance including employee dishonesty coverage 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.
- D10.2 Deductibles shall be borne by the Contractor.

- D10.3 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D10.4 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.
- D10.5 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.
- D10.6 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.

D11. CONTRACT SECURITY

- D11.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of ten percent (10%) of the Contract Price; or
 - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of ten percent (10%) of the Contract Price; or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of ten percent (10%) of the Contract Price.
- D11.1.1 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:
- (a) the version submitted by the Contractor must have valid digital signatures and seals;
 - (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
 - (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
 - (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
 - (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D11.1(b)
- D11.1.2 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in their discretion, exercised reasonably, allows.
- D12.1.3 Digital bonds passing the verification process will be treated as original and authentic.
- D12.1.4 Where the contract security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as contract security.

D11.2 The Contractor shall provide the Contract Administrator identified in D5 with the required contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

CONTROL OF WORK

D12. COMMENCEMENT

D12.1 The Contractor shall not commence any Work until they are in receipt of a notice of award from the City authorizing the commencement of the Work.

D12.2 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 D9;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the insurance specified in D10;
 - (iv) the contract security specified in D11; and
 - (v) the direct deposit application form specified in D17.2.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- (c) Safety Data Sheets for all products proposed to use at City of Winnipeg locations.

D13. LIQUIDATED DAMAGES

D13.1 If the Contractor fails to achieve the Work of the Contract in accordance with Part E and within the time(s) specified in Part E, the Contractor shall pay the City Two Hundred dollars (\$30.00) per Working Day for each and every Working Day until the Work is complete.

D13.2 The amount specified for liquidated damages in D13.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not complete the Work by the time fixed herein for same.

D13.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D14. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

D14.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the delivery requirements and schedule identified in the Contract in close consultation with the Contract Administrator.

D14.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.

D14.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.

D14.4 For any delay related to Supply Chain Disruption and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D14.3. Failure to provide this notice will result in no additional time delays being considered by the City.

- D14.5 The Work schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Contract Administrator.
- D14.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

D15. ENQUIRIES DURING CONTRACT

- D15.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which enquiries for service may be placed.
- D15.2 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.
- D15.3 An answering service is acceptable, provided the Contractor returns calls within fifteen (15) minutes of a message from the City.

MEASUREMENT AND PAYMENT

D16. INVOICES

- D16.1 Further to C12, the Contractor shall submit an invoice for each portion of work performed to:
The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: 204 949-0864
Send Invoices to CityWpgAP-INVOICES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca
- D16.2 Invoices must clearly indicate, as a minimum:
- the City's purchase order number;
 - date of Service;
 - service address;
 - type and quantity of work performed;
 - the amount payable with GST and MRST shown as separate amounts; and
 - the Contractor's GST registration number.
- D16.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D17. PAYMENT

- D17.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D17.2 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

WARRANTY

D18. WARRANTY

D18.1 Notwithstanding C13, Warranty does not apply to this Contract.

DISPUTE RESOLUTION

D19. DISPUTE RESOLUTION

D19.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D19.

D19.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D19.3 The entire text of C21.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.

D19.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):

- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
- (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
 - (i) The Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
 - (iii) Department Head.

D19.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.

D19.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.

D19.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.

D19.4.4 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D19.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

FORM H1: PERFORMANCE BOND
(See D11)

KNOW EVERYONE BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

RFP NO. 544-2023

PROVISION OF BUILDING CLEANING SERVICES AT 552 PLINGUET STREET

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

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

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

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

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

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

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(CONTRACT SECURITY)
(See D11)**

(Date)

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

RE: CONTRACT SECURITY - RFP NO. 544-2023

PROVISION OF BUILDING CLEANING SERVICES AT 552 PLINGUET STREET

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

(Name of Contractor)

(Address of Contractor)

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

_____ Canadian dollars.

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

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

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

(Address)

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

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

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

(Date)

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

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

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

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 The Contractor shall not undertake any renovation, alteration, or modification to City premises without written permission from the Contract Administrator.
- E1.3 The Contractor shall be responsible for any deductions or remittances, which may be required by law.
- E1.4 The Contractor shall ensure that all provisions of the Employment Standards Code, C.C.S.M. c.E110 in respect to Wages, hours of Work and Conditions of Employment are adhered to.
- E1.5 Building Cleaning Inspections shall be carried out by the Contract Administrator once a week on random days.
- E1.6 The following drawings are applicable to the Work - the shaded areas indicate where building cleaning services shall be performed

Drawing No. Drawing Name/Title

0552PG01-R1 Water Services Division 552 Plinguet Street - Cleaning Areas

E2. APPROVED PRODUCTS

- E2.1 Subject to E2.3, the following approved products for cleaning supplies used for the Work shall be Ecologo or GreenSeal Certified. Websites are found at the following links:
- (a) EcoLogo certified at: <https://www.ul.com/resources/ecologo-certification-program>
 - (b) Green Seal certified at: www.greenseal.org
- E2.2 The City may periodically take samples of cleaning materials for analysis by an independent laboratory to ensure uniform quality of materials during the term of the Contract.
- E2.2.1 The cost of the laboratory analysis will be borne by the City, except when the analysis indicates that the materials are not as specified or approved, in which case the cost of the laboratory analysis will be borne by the Contractor.
- E2.2.2 The City will notify the Contractor in writing if any materials, based on the analysis, do not meet the original specifications of this Contract.
- E2.2.3 The Contractor shall, during the term of the Contract, use only such materials as specified herein or such other materials as shall be approved from time to time by the Contract Administrator.
- E2.3 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.

E3. APPROVED PAPER PRODUCTS AND LIQUID SOAP

- E3.1.1 Paper Towels (roll type) shall be supplied by the City
- E3.1.2 Paper Toilet Tissue (2 ply, white) shall be supplied by the City
- E3.1.3 Liquid Soap (Regular and Abrasive) shall be supplied by the City

E4. CGSB

- | | | |
|-----|-------------------|------------------------------------|
| (a) | CAN/CGSB-2.1-96 | Skin Cleaning Lotion, Type 1 |
| (b) | CAN/CGSB-25.3-92 | Buffable, Water-Emulsion Floor Wax |
| (c) | CAN/CGSB-25.10-96 | Furniture Polish, Type 1 |

E5. SUSTAINABLE PROCUREMENT PRACTICES

E5.1 The City is an associate partner in “Its Lake Friendly Initiative”. Lake Friendly, a non-profit organization supports the purchase and use of EcoLogo or Greenseal certified cleaning products to reduce the impact cleaning supplies have on the health of all of the Province’s waterways including Lake Winnipeg. Cleaning products shall be:

- (a) EcoLogo certified at: <https://www.ul.com/resources/ecologo-certification-program> or
- (b) Green Seal certified at: www.greenseal.org.

E5.2 Cleaning products are defined as all-purpose hard surface, industrial cleaner, toilet bowl cleaner, floor cleaner/degreaser, floor strippers, disinfectants, glass, carpet cleaner, dishwashing detergent, spot and stain remover. [Environmental benefits can be achieved if a cleaning product can be used for a variety of cleaning jobs, thus reducing the total number of cleaning products required in inventory. Also if purchasing in concentrated form thus reducing the transportation of water and reducing storage space requirements for products in inventory].

E5.3 For cleaning products such as graffiti remover and drain cleaner the Proponent shall disclose information regarding the following:

- (i) Hazardous ingredients present ,
- (ii) Biodegradability of total product,
- (iii) Percent VOC in product,
- (iv) pH ,
- (v) Fragrance,
- (vi) Type of dye ,
- (vii) Oral toxicity of product,
- (viii) Presence of optical brightener,
- (ix) Third party certification (if available).

E5.4 Further the product must not contain any known or suspected carcinogens/teratogens/mutagens as per The International Agency for Research on Cancer (IARC) and American Conference of Governmental Industrial Hygienists (ACGIH):

- (i) Endocrine disrupters,
- (ii) Phosphates,
- (iii) Substances listed on Canadian Environmental Protection Agency’s (CEPA) toxic substance lists.

STATEMENT OF WORK

E6. STATEMENT OF WORK – INTERIOR OF BUILDING – DAILY

E6.1 Including 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. The Contractor shall ensure the following:

E6.2 WASTE RECEPTACLES AND CONTAINERS:

- (a) Collect and empty individual waste bin contents into one (1) of the two (2) large blue coloured metal garbage bins located behind the North building;
- (b) Remove liners;

- (c) Clean both interior and exterior with germicidal detergent;
- (d) Replace liner;
- (e) Return waste receptacles and/or containers in their correct place;
- (f) Collect and empty individual recycling bin contents into the large blue coloured metal recycling bin (marked "RECYCLING") located behind the North building;

E6.3 HARD SURFACE FLOORING:

- (a) A water soluble dry mop treatment may be used for dust mopping, however, the electrostatic type which does not require any treatment is preferred.
- (b) An effective free rinsing detergent solution shall be used for damp/wet mopping.

E6.4 RESILIENT AND NON-RESILIENT FLOORS:

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

- (a) Wash floors with neutral detergent.
- (b) Wipe all surfaces of corners, bases and equipment with spray residue.

E6.5 CARPETED AREAS, INCLUDING STAIRS AND MATS:

- (a) Move all light furniture, excluding desks, screens, and cabinets;
- (b) Dust/damp mop "carpet saver" mats;
- (c) Chair "T" mats to be damp cleaned;
- (d) Vacuum and spot clean carpets, rugs;
- (e) Vacuum carpet wall to wall;
- (f) Traffic lane vacuuming;
- (g) Vacuum only the entrance mats.

E6.6 STAIRS AND STAIRWAYS:

E6.7 Including stairs, handrails, ledges, railings, banisters, walls, ceilings and appurtenances (including doors, frames, trims, mouldings, radiators, grilles) and equipment/fixtures made of glass, vinyl, wood and metal.

- (a) Clean handrails, ledges, railings and banister with germicidal cleaner;
- (b) Vacuum carpeted stairs;
- (c) Wet mop washable surfaced stairs, including landings, stair risers and wall bases;
- (d) Spot clean stairway walls, ceilings and appurtenances with neutral detergent.

E6.8 DOORS, WOODWORK, GLASS PARTITIONS, and INTERIOR GLASS:

- (a) Keep clean surfaces to 5' heights.
- (b) Spot clean and remove smudges with neutral detergent

E6.9 WINDOWS/PLEXIGLASS/LEXAN:

Including frames, sashes, sills and mouldings.

- (a) Spot clean all interior windows/glass/lexan, entrance glass and sidelights;
- (b) Spot clean all exterior entrance glass.

E6.10 WALLS AND APPURTENANCES:

Including walls, frames, mouldings, trims, and other fixtures and fittings attached to walls.

- (a) Spot clean with neutral detergent;
- (b) Keep clean surfaces to 5' heights.

- (c) Dust and wipe clean radiators in West wing of the North Building areas AA, AB, and AC (see Map).

E6.11 KITCHEN / LUNCHROOM FACILITIES:

- (a) Damp wipe clean with germicidal detergent – all coffee stations, kitchen counters, sinks and exterior of appliances (refrigerator, stove, microwave, stove, dishwasher) including top.

E6.12 WATER-FOUNTAINS:

- (a) Clean all surfaces with germicidal detergent;
- (b) Clean walls and floors around the drinking fountain(s);

E6.13 WASHROOMS AND ALL AREAS WHERE SINKS/DISPENSERS ARE PRESENT:

- (a) Use separate and identifiable cleaning cloths for the cleaning of washrooms from other facilities;
- (b) Wash-basins; toilet seats; bowls and bases, exposed flush tanks; urinals; and plumbing fixtures (including exposed pipes); polished chrome, brass or similar fixtures shall be cleaned with germicidal detergent;
- (c) Toilets and urinals are to be cleaned using separate equipment or cloths;
- (d) 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;
- (e) 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.

E6.13.1 Sanitary and Waste Receptacles:

- (a) Remove and empty liners;
- (b) Clean receptacles with germicidal detergent;
- (c) Replace liners.

E6.13.2 Toilet Tissue Holders and Dispensers:

- (a) Clean interior and exterior of dispensers with germicidal detergent;
- (b) Re-stock all toilet tissue holders, soap, sanitary and towel dispensers.

E6.13.3 Floors:

- (a) Wet mop floors and wall bases with a non filming detergent solution;
- (b) Clean floors, wall bases, and corners;
- (c) Ensure floor drains are not blocked and no odour emanating from floor drains;
- (d) Machine scrub floors with detergent solution including toilet bases;
- (e) Apply sealer as required;
- (f) Where directed, maintain floors with sufficient coats of water base sealer. A minimum of three coats of finish to be applied over the sealer.

E6.13.4 Partitions, walls, including the enamel surfaces, doors and ledges:

- (a) Spot clean with germicidal cleaner;
- (b) Clean with germicidal cleaner;
- (c) Clean partitions and walls from the bottom up;
- (d) Clean and polish all mirrors, frames, powder shelves and bright work, including flush meters, piping and toilet seat hinges.

E6.13.5 SHOWER STALLS (CERAMIC TILE):

- (a) Use separate and identifiable cleaning cloths for the cleaning of washrooms from other facilities; Remove surface mildew and mould stains in grouping;
- (b) Spot clean with germicidal cleaner;
- (c) Clean with germicidal cleaner;
- (d) Clean partitions and walls from the bottom up;
- (e) Clean and polish all mirrors, frames, powder shelves and bright work, including flush meters, piping and toilet seat hinges.
- (f) Ensure shower drains are not blocked and no odour emanating from floor drains.

E6.13.6 SHOWER STALLS (FIBERGLASS AND CONSTRUCTED / EPOXY COATED):

- (a) Use separate and identifiable cleaning cloths for the cleaning of washrooms from other facilities;
- (b) Remove surface mildew and mould stains in grouping;
- (c) Spot clean with germicidal cleaner;
- (d) Clean with germicidal cleaner;
- (e) Ensure shower drains are not blocked and no odour emanating from floor drains.

E6.14 JANITORIAL ROOMS:

E6.15 Including Janitor rooms, utility rooms, paper & waste storage rooms.

- (a) Keep room tidy;
- (b) Empty mop pails after use;
- (c) Sweep and mop floors, ensure all excess water is removed;
- (d) Empty waste containers as per E6.2;
- (e) Clean interior and exterior of waste containers;
- (f) Clean sinks;
- (g) Keep rooms, particularly sinks and waste containers, free from offensive odours;
- (h) Clean equipment;
- (i) Place equipment in an orderly manner;
- (j) Clean mops and cloths;
- (k) Store mops and cloths neatly;
- (l) Store chemicals, paper products, equipment and materials neatly;
- (m) No soiled mops or cleaning cloths shall be left in use on site;

E6.16 Keep outside of entrance-ways clean during snow-free periods.

E7. STATEMENT OF WORK – INTERIOR OF BUILDING – WEEKLY

E7.1 Including walls, doors, woodwork, interior glass and glass partitions. The Contractor shall ensure the following:

E7.2 DOORS, WOODWORK, GLASS PARTITIONS, INTERIOR GLASS:

- (a) Keep clean surfaces above the 5' height. HARD SURFACE FLOORING:
- (b) Burnish all hard surfaces, and wear areas as required;
- (c) Burnish all hard surface areas as required;

E7.3 WASHROOMS AND LOCKERS:

- (a) Pour clean water in floor drains, or as directed;

(b) Clean out drain troughs in North Building men's locker room showers, areas AA and FA (see map).

E7.4 WINDOWS AND FINISHINGS:

- (a) Clean windowsills, Window ledges, partition ledges, baseboards and mouldings.

E7.5 FLOORS

- (a) Burnish all hard surfaces, and wear areas as required;

E7.6 STORAGE AREA FC (see map)

- (a) Sweep and damp mop floors with a neutral detergent;
(b) Dust light fixtures, overhead beams, ledges, pipes, and other hanging objects.

E8. STATEMENT OF WORK – INTERIOR OF BUILDING – MONTHLY

E8.1 Including stairs, handrails, ledges, railings, banisters, walls, ceilings and appurtenances (including doors, frames, trims, mouldings, radiators, grilles) and equipment/fixtures made of glass, vinyl, wood and metal. The Contractor shall ensure the following:

E8.2 LOCKERS

- (a) Clean all surfaces of lockers with germicidal cleaner;
(b) Clean lockers from the top down.

E8.3 CEILINGS AND WALLS AND APPURTANCES:

Including transoms, and other fixtures and fittings attached to walls and ceilings.

- (a) Wash with neutral detergent;
(b) When washing walls and ceiling consecutively, walls must be washed before ceilings;
(c) Wash walls from bottom up, staying within ½ inch of ceiling to prevent marks;
(d) Immediately wipe up any water spillage on floors and furniture;

E8.4 WINDOW COVERINGS:

Including Venetian blinds, vertical blinds, tracks, surfaces and sills.

- (a) Vacuum drapes and curtains, both sides;
(b) Vacuum tracks;
(c) Curtains and drapes should be left neatly pleated;
(d) Dust and damp clean both sides of PVC and Aluminium blinds, etc.;
(e) Vacuum both sides of fabric blinds;
(f) All tracks, surfaces and sills shall be free of dust and fingerprints, etc.

E8.5 FURNITURE:

E8.6 Including plastic, wood, vinyl, and leather.

- (a) **DO NOT CLEAN WORKSTATIONS OR DESKS OR REMOVE OR MOVE PERSONAL OR BUSINESS DOCUMENTS, EQUIPMENT OR OTHER ITEMS;**
(b) Under no circumstances can the following be used: caustic chemicals, leather preparations containing alcohol or petroleum distillates such as turpentine or mineral spirits, waxes, saddle soap, silicone products, aerosol sprays, Armoral/Protectol or like products or preparations that impair the ability of leather to breath, or stain other fabrics (ie: silk);
(c) Guidance and direction from the Contract Administrator is to be obtained before cleaning or applying polish to vinyl, arborite and/or other furniture finishes;

- (d) Vacuum fabric dividers, both sides;
- (e) In maintaining leather, only an approved, guaranteed light cleaner and conditioner from a professional firm specializing in leather care can be used;
- (f) Clean vinyl with a waterless hand cleaner (brush if required);
- (g) Application of a polish/protectant where required, on all vinyl furniture;
- (h) Clean washable furniture with a neutral detergent;
- (i) Clean washable wood surfaces with a neutral detergent;
- (j) Polish wood furniture with the appropriate furniture polish.

E9. STATEMENT OF WORK – INTERIOR OF BUILDING – TWICE YEARLY

E9.1 The Contractor shall ensure the following:

E9.2 FLOORS:

- (a) Scrub/strip and remove all soil, stains, seal and old floor finish;
- (b) Neutralize rinse;
- (c) Rinse with at least two (2) clear warm water rinses;
- (d) Wet vacuum each time after rinsing;
- (e) Re-seal/re-coat floors;
- (f) Allow sufficient drying time between applications;
- (g) Refinish floors by applying sufficient coats of slip resistant finish (minimum of four) environmentally responsible finishes to be used;
- (h) Burnish floors to a uniform sheen, with slip resistant finish.

E10. STATEMENT OF WORK – INTERIOR OF BUILDING – AS REQUIRED

E10.1 At the option of the City, and by mutual agreement, the City reserves the right to request additional cleaning during the Contract period as it is required. The Contract Administrator shall notify the Contractor for additional cleaning requirements and the price for the additional work shall be negotiated at that time: such work may include any or all of the following:

E10.2 AIR VENTS – CEILING AND WALL:

- (a) Remove diffusers and vents, clean with neutral cleaner, reinstall
- (b) Clean with a neutral cleaner.

E10.3 CEILINGS AND WALLS AND APPURTANCES:

Including transoms, and other fixtures and fittings attached to walls and ceilings.

- (a) Wash with neutral detergent;
- (b) When washing walls and ceiling consecutively, walls must be washed before ceilings;
- (c) Wash walls from bottom up, staying within ½ inch of ceiling to prevent marks;
- (d) Immediately wipe up any water spillage on floors and furniture;

E10.4 HIGH CLEANING OF VERTICAL OR HORIZONTAL SURFACES (OTHER THAN WALLS):

Includes high cleaning down to window sills, partition ledges, doors frames, picture frame and ledges, charts, graphs, wall louvers, exposed pipes, clocks, etc.:

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

E10.5 ADDITIONAL FLOOR CLEANING IN EXCESS OF E9:

- (a) As requested by the Contract Administrator.

E11. CONTRACTOR'S RESPONSIBILITY

- E11.1 The Contractor shall supply all materials and equipment necessary to perform the Work. All products and equipment used for the Work shall be available for regular inspection by the Contract Administrator.
- E11.2 The Contractor may be requested to maintain sign-in and sign-out records (upon arrival and completion of the Work) in a book that would be provided.
- E11.3 The Contractor shall ensure only the pre-approved products, chemicals, supplies and equipment are used in the Site.
- E11.4 Defective Work:
- (a) Notwithstanding C10.5, the Contractor will be given a grace period of ten (10) Working Days to learn the building and refine the cleaning methods. The Contractor will then be expected to fully comply with the cleaning requirements outlined in this Contract.
 - (b) Further to C10.5 to C10.7 and E1.5, it shall be at the discretion of the Contract Administrator to impose an inspection fee of \$85.00 per cleaning inspection for all additional inspections required to ensure compliance with specifications, in addition to the fixed sum for Defective Work for this Contract.
- E11.4.1 Further to E11.4(b), the following fixed sum "Defective Work" charges shall be applied for each occurrence the Contractor fails to respond to a call for service and/or when the Contractor fails to attend the Work Site:
- (a) All locations \$24.45/hr
- E11.4.2 The Contractor shall be informed of "Defective Work" by written notice. The Contractor will have until the next Business Day to correct all "Defective Work". If the "Defective Work" is not corrected the "Defective Work" charges and the "Inspection Fee" will be applied for each day the "Defective Work" is not corrected.
- E11.4.3 The City may reduce and payment(s) to the Contractor by the amount of any "Inspection Fee(s)" or "Defective Work" charge(s) assessed.
- E11.4.4 If the Contractor receives a total of five (5) "Defective Work" notices in any twelve (12) month period, the Contract Administrator shall require the Contractor to attend a mandatory Contractor Performance meeting, where the Contractor must provide a plan to eliminate deficiencies to the satisfaction of the Contract Administrator. If the Contractor receives a total of ten (10) "Defective Work" notices in any twelve (12) month period, the Contract Administrator has the authority to immediately Stop Work and move to terminate the Contractor. All notices shall be provided to the Contractor in writing.
- E11.5 Security/Building Systems:
- (a) The Contractor shall immediately notify the City of Winnipeg – Water & Waste Department– 204-986-5000 (a 24 hour service) if problems or unusual conditions are observed at the Site (including flooding, building security problems, plumbing requirements etc.).
- E11.6 Training:
- (a) The Contractor shall ensure that all employees engaged in the execution of the Contract are properly trained in the handling of cleaning materials and equipment, in accordance with the "Workplace Hazardous Materials Information System" (WHMIS) legislation.
- E11.7 Personnel:
- (a) The Contractor shall ensure that 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.

- (b) The Contractor shall ensure that a minimum of 1(one) of their employees on site can receive and carry out written and verbal instructions, in English, during the course of the Work.
- (c) 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:
 - (i) are dressed in a clean, neat and respectable manner;
 - (ii) personal hygiene meets acceptable standards;
 - (iii) behave in a courteous and polite manner to City personnel and other persons in the facility;
 - (iv) are careful with all property that is in or a part of the facility;
 - (v) do not smoke while on the premises;
 - (vi) are able to communicate effectively in English;
 - (vii) refrain from using profanity.
- (d) The Contractor shall ensure that all their employees working in these facilities have proper identification in the form of:
 - (i) a photo identification badge, must be worn at all times while on the premises.

E11.8 Controlled Dispensing

- (a) The Contractor may install a controlled dispensing system if it is required, however, written approval must be obtained from the Contract Administrator:
- (b) The dispensing system must be a type where chemical concentrates are sealed in a bag or container, have a diluted project holding system for filling trigger sprayers and the products are colour coded with corresponding label control;
- (c) Where the Contractor chooses a controlled dispensing system which is fixed to both the solution and water supply, the Contractor is responsible and liable for the installation and annual inspection of an approved backflow prevention mechanism, unless a controlled dispensing system has previously been installed by the previous Contractor, other than the current Contractor.

E11.9 Storage:

- (a) The Contractor shall store materials and equipment in the designated areas only;
- (b) The Contractor shall clearly identify all containers in the designated area as to material content;
- (c) The Contractor shall post safety precautions regarding the materials in a conspicuous place in the designated storage areas;
- (d) The Contractor shall ensure that storage areas are secured and accessible only by authorized personnel of the Contractor and the City;
- (e) The Contractor shall ensure that equipment and tools are properly cleaned and stored at the end of each daily cleaning operation in such a manner as not to present any fire hazard or cause any unsanitary or unsafe condition or odour.
- (f) Equipment used in the day to day delivery of the Work shall be available for regular inspection by the Contract administrator;
- (g) Upon approval of the Contract Administrator, the Contractor may install hooks, shelves and other methods of storing tools or supplies in the Janitor's rooms.

E11.10 S.D.S.:

- (a) The Contractor shall provide the current manufacturers' Safety Data sheets for all cleaning products, on site, in a binder specifically marked S.D.S. in each area where chemicals are stored or dispensed.

E11.11 Chemicals:

- (a) Written approval shall be obtained from the Contract Administrator prior to using a product that does not have a current S.D.S. If the Contractor has received written approval by the Contract Administrator to use the product which did not have a SDS, the approval shall be kept in the binder specifically marked S.D.S.
- (b) All chemicals are stored in a safe manner and to the satisfaction of the Contract Administrator.
- (c) 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.

E11.12 Process:

- (a) The Contactor shall utilize an effective germicidal detergent and clean cloths for the Work;
- (b) Paper towels may only be used in the cleaning of glass/mirror type surfaces;
- (c) Cleaning cloths, dry mops, wet mops, finish applicator mops, wall washing mops and extendable dusters shall be of a launderable type;
- (d) Laundered clean and dried mops and cloths shall be on-site and used at the start of each shift and/or cleaning function;
- (e) Washable lambs wool or polywool extendable handle dusters may be used for safety to perform higher level work, however feather dusters and non-launderable (straight string) mops shall not be used;
- (f) when washing walls and ceilings, walls are washed first, then ceilings;
- (g) cleaning solutions from mopping do not collect against and/or under furniture legs and cabinets;
- (h) no evidence of improper finish applications exists after scrubbing and burnishing floor(s);
- (i) any furniture and equipment moved prior to cleaning, is returned to the original location;
- (j) waste/trash resulting from cleaning shall be disposed of in the appropriate receptacles;
- (k) no waste or recycle containers or baskets are to be placed upon desks or tables during cleaning operations;
- (l) cleaning shall comply with Health and Safety standards (including cleaning from 1 surface area to another. Latex gloves shall be worn when disinfecting surfaces (particularly toilets and decontamination sites), and shall not be worn when contacting on other fixtures or handles after that;
- (m) no furniture or equipment is damaged during the course of the work, by either materials or their application.

E11.13 Equipment and Supplies

- (a) Cleaning equipment, carts, etc., shall be maintained in a clean and operable state, and washable filters, tools, hoses, etc., shall be thoroughly cleaned weekly;
- (b) Vacuums must be a dual motor upright or canister with an electric power head. Vacuums must have the appropriate tools to vacuum fabric furniture, draperies, corners, edges, etc., and must be complete with filtration efficiency approved by the Contract Administrator. Carpet sweepers shall not permitted;
- (c) Ergonomic style back-pack vacuums with approved filtration systems may be used for carpeted stairs and traffic lane vacuuming.
- (d) All cleaning equipment, ladders, etc., stored or used on site shall be C.S.A. approved, and shall be-inspected regularly and maintained in a state acceptable to current W.C.B. regulations.

E11.14 Washroom Supplies shall be in accordance with E5 and the following:

(a) The City shall supply Paper Towels (roll type), Paper Toilet Tissue (2 ply, white) and Liquid Soap (regular and abrasive);

- (b) The Contractor shall supply all washroom supplies including, toilet tissue, and paper towels liquid hand soap, plastic trash bags, deodorant blocks and other similar products;
- (c) Washroom supplies shall fit existing dispensers;
- (d) The Contractor shall supply paper towels and liquid hand soap to lunch rooms, kitchenettes and coffee stations;
- (e) The Contractor shall ensure that all dispensers are filled to adequate levels;
- (f) The Contractor shall use liners for all washroom receptacles.

E11.15 Lunch Rooms, Kitchen/Kitchenettes and Coffee Stations:

(a) The City shall supply Paper Towels (roll type), and Liquid Soap;

- (b) The Contractor shall ensure that all paper towel and liquid hand soap dispensers are filled to adequate levels where and as required.

E11.16 Standard of Work

The Contractor shall ensure that the Work meets the optimum standard of workmanship, cleanliness, sanitation, safety and efficiency, including but not limited to the following:

- (a) ensure that no surfaces are damaged by materials or their application;
- (b) all residues of cleaning materials, dust and other matter are removed at the completion of each cleaning;
- (c) remove all waste/trash resulting from cleaning and deposit in designated bins;
- (d) cleaned surfaces are free of residues, dust or other contaminants, including all surfaces (horizontal and vertical) clean and free of: finger marks, mop and/or detergent streaks, surface stains, water marks, black marks soap scum, mildew/mould; dust, spots, surface stains, loose and caked soil; debris, loose paper, mop strings; odours, cleaning solution, heavy accumulation of finish, spray residue, water spillage, washing line marks, and scars from equipment (hand and/or machine);
- (e) all rooms are clean, neat and tidy and free of debris; to present an overall attractive appearance of cleanliness;
- (f) debris and/or other soil matter is removed from wall corners, around the edges of carpet or "T" mats, under furniture, tables, chairs, behind doors, and along baseboards;
- (g) corners, edges and crevices are clean;
- (h) Floors:
 - (i) Floors exhibit a uniform sheen with reflective properties. This level of floor care is to be maintained at all times;
 - (ii) Sufficient coats of sealer is applied;
 - (iii) Sufficient coats of floor finish to offer floor protection;
 - (iv) All furniture and equipment moved prior to cleaning, is returned to the original location;
- (i) For Carpets and Rugs:
 - (i) When treating a carpet spot, always to spray from the exterior perimeter into the centre of the stain;
 - (ii) Any spots that cannot be removed by conventional/normal methods, shall be reported to the Contract Administrator.
- (j) Dispensers at each site are filled, including:
 - (i) dispensers located in lunchrooms, kitchenettes, and coffee stations;
 - (ii) paper toilet tissues dispensers/holders;
 - (iii) liquid hand-soap dispensers;

- (iv) paper towels dispensers/holders.

E11.17 Exclusions from the Work:

- (a) Office equipment including copying machines, typewriters, adding machines, cash registers, dictating equipment; microfilm readers, audio/visual equipment; computer equipment including keyboards, printers, servers, monitors, CRT terminals;
- (b) Art objects,
- (c) Plants;
- (d) Personal accessories at workstations or on desk including ceramics; ornaments; pictures;
- (e) Mechanical areas including boiler rooms;
- (f) Storage rooms;
- (g) Parking areas.

E12. CITY'S RESPONSIBILITY

E12.1 The City shall provide a designated storage area for the purpose of storing the cleaning materials and equipment used by the Contractor during the term of this Contract.

E12.2 The Contract Administrator shall remove and dispose of products found on Site that have no S.D.S. or written approval.

E13. HOLIDAYS OBSERVED

E13.1 Holidays Observed – Normally no cleaning services will be required on the following holidays, unless otherwise stated in E14:

- (a) New Years Day - January 1*
- (b) Louis Riel Day – 3rd Monday in February
- (c) Good Friday
- (d) Monday following Easter Sunday
- (e) Victoria Day
- (f) Canada Day - July 1st*
- (g) Civic Holiday - 1st Monday in August
- (h) Labour Day - 1st Monday in September
- (i) National Day for Truth and Reconciliation – September 30th
- (j) Thanksgiving Day – 2nd Monday in October
- (k) Remembrance Day - November 11*
- (l) Christmas Day - December 25*
- (m) Boxing Day - December 26*

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

E14. LOCATION AND SCHEDULE OF WORK

E14.1 552 Plinguet Street (North Building), see 0552PG01-R1 (map)

- | | | |
|--|-------|----------------|
| (a) AA Men's Washroom and Locker Room | Daily | 18:00 to 24:00 |
| (b) AA Women's Washroom | Daily | 18:00 to 24:00 |
| (c) AA Hallway | Daily | 18:00 to 24:00 |
| (d) FA Clerical Workstations and Offices | Daily | 18:00 to 24:00 |

(a) Ensure Office Doors F26, F27, F30, F31 and F36 in Area FA remain closed and locked each night

(e) FA Hallways	Daily	18:00 to 24:00
(f) FA Emergency Services	Daily	18:00 to 24:00
(g) FA Washrooms and Locker Rooms	Daily	18:00 to 24:00
(h) FA Lunchroom	Daily	18:00 to 24:00
(i) FA Coffee Station	Daily	18:00 to 24:00
(j) FA Mechanical Room	Daily	18:00 to 24:00
(k) FA Server Room	Excluded	Not Applicable
(l) FA Electrical Room	Excluded	Not Applicable
(m) AB Cubicles	Monday to Friday	18:00 to 24:00
(n) AB Wastewater Testing Area	Monday to Friday	18:00 to 24:00
(o) FB Offices and Cubicles	Monday to Friday	18:00 to 24:00
(p) FB Meeting Room	Monday to Friday	18:00 to 24:00
(q) FB Hallway	Monday to Friday	18:00 to 24:00
(r) FB Washrooms	Monday to Friday	18:00 to 24:00
(s) FB Coffee Station	Monday to Friday	18:00 to 24:00
(t) AC File Room	Weekly	18:00 to 24:00
(u) FC Managers Office	Weekly	18:00 to 24:00

(a) Ensure Managers Office in **Area FC** remain locked when not in use.

E14.2 552 Plinguet Street (South Building), see 0552PG01-R1 (map)

(a) KA Lunchroom and Kitchen	Daily	18:00 to 24:00
(b)		
(c) LA Washrooms and Locker Rooms	Daily	18:00 to 24:00
(d) SA Hallway and Stairway	Daily	18:00 to 24:00
(e) SA Washrooms	Daily	18:00 to 24:00
(f) SB Hallway and Stairway	Monday to Friday	18:00 to 24:00
(g) SB Offices	Monday to Friday	18:00 to 24:00
(h) SB Computer Lab	Monday to Friday	18:00 to 24:00
(i) SB Training Rooms	Monday to Friday	18:00 to 24:00

(a) Ensure that both the Training Room and Computer Lab in **area SB** remain locked when not in use.

- (i) The Training Room doors are designated S5, S6, and S7
- (ii) The Computer Lab doors are designated S8 and S9

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under this Contract within facilities associated with the water supply, treatment and distribution system including the Shoal Lake Intake Facility, Shoal Lake Aqueduct, Deacon Reservoir, Water Treatment Plant, Regional Pumping Stations, and Booster Pumping Stations shall be required to obtain a Public Safety Verification Check **and** a Police Information Check as detailed below.
- F1.1.1 The Public Safety Verification Check must be obtained through Sterling BackCheck.
- (a) A Sterling BackCheck account must be setup 72 hours prior to individual security clearances to allow sufficient time for activation of the contracting company's account. If the contracting company has an existing City of Winnipeg Sterling Backcheck vendor account, they may skip to (d) below.
 - (b) An authorized individual of the contracting company must complete the Sterling Backcheck Setup Form. There is no cost to the organization to set up the account. Click on the link below, complete the form, and hit submit. ******(This form is to be completed by the company, not by the employee requiring the security clearances).
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>
 - (c) Within 48 hours of completing the Sterling Backcheck Setup Form, the authorized individual of the contracting company will receive a Username and Password for Sterling Backcheck. It will appear in their inbox as a "Welcome to Sterling Backcheck" email. Upon receipt, the authorized individual of the contracting company will be asked to login to the Sterling Backcheck website to set their security questions and password. Once completed, individual security clearance requests can be submitted.
 - (d) In order to run a Public Safety Verification Check and/or a Police Information Check, follow the steps below:
 - (i) Click on the sub-tab labelled "Order eConsent".
 - (ii) Fill out the required information about the employee proposed to perform Work under this Contract within City facilities (the person that requires the security clearances).
 - (iii) Select your location under the "Order Information" section and enter the organization's phone number, if required.
 - (iv) Select the required individual service(s) in the dropdown menu under the "Select Services" section. If both the Public Safety Verification Check and the Police Information Check are required, select the Sterling Backcheck Package One (with electronic identity verification). Once selected, both the Public Safety Verification Check and the Police Information Check should have a grey check mark beside them.
 - (v) Scroll down to the bottom and click the blue "Submit" button. The employee proposed to perform Work under this Contract within City facilities will be invited to complete their security clearance.
 - (vi) The employee will receive the invitation and must click on the link and complete their Public Safety Verification Check and/or Police Information Check.
 - (vii) The results of the Public Safety Verification Check and/or Police Information Check will go directly to the City of Winnipeg and to the authorized individual of the contracting company within 24 hours.
 - (e) Any questions related to the Sterling BackCheck process can be directed to Linda Ferens at 204-999-0912 or by email at: linda.ferens@sterlingcheck.com OR managedsupport@sterlingcheck.com
- F1.1.2 The Police Information Check must be obtained from one of the following:
- (a) Sterling BackCheck;
 - (i) See F1.1.1(a) thru (e) for instructions on how to set up an account and submit individuals for security checks; or

- (b) A police service having jurisdiction at their place of residence;
 - (i) The original Police Information Check (Form P-612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner.
 - (ii) The applicant shall provide the original Police Information Check (Form P-612) to the Contract Administrator; or
 - (c) Commissionaires (Manitoba Division);
 - (i) Forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>
 - (ii) The applicant shall provide the original Police Information Check to the Contract Administrator; or
 - (d) FASTCHECK Criminal Record & Fingerprint Specialists;
 - (i) Forms to be completed can be found on the website at: <https://myfastcheck.com>
 - (e) The applicant shall provide the original Police Information Check to the Contract Administrator.
- F1.2 Prior to the award of Contract, and during the term of the Contract if additional or replacement Any individual for whom a Public Safety Verification Check and/or a Police Information Check is not provided will not be permitted to perform any Work.
- F1.3 Individuals for whom a Public Safety Verification Check indicates “CLEAR” and a Police Information Check demonstrates no previous convictions or pending charges will be permitted to perform Work as specified in F1.1.
- F1.4 Individuals for whom a Public Safety Verification Check does not indicate “CLEAR” and/or a Police Information Check demonstrates previous convictions or pending charges may not be permitted to perform any Work as specified in F1.1.
- (a) Previous convictions or pending charges may be investigated and a determination will be made by the City as to whether the individual will be permitted to perform any Work.
 - (b) Convictions or pending charges that may preclude an individual from performing any Work include but are not limited to:
 - (i) convictions or pending charges related to property offences; and/or
 - (ii) convictions or pending charges related to crimes against another person.
 - (c) Where additional investigation related to a Public Safety Verification Check or a Police Information Check is required by the City, no extension to critical stages, Substantial Performance, or Total Performance, as applicable, will be provided.
 - (d) Additional investigation by the City may take upwards of six weeks.
- F1.5 Prior to the award of Contract, and during the term of the Contract, if additional or replacement individuals are proposed to perform Work within City facilities, the Contractor shall supply the Contract Administrator with a Public Safety Verification Check and a Police Information Check satisfactory to the City obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.6 Any Public Safety Verification Check and Police Information Check determined to be satisfactory to the City will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated Public Safety Verification Check and/or a Police Information Check. Any individual F1.1 who fails to provide a Public Safety Verification Check and/or a Police Information Check satisfactory to the City as a result of a repeated records search will not be permitted to continue to perform any Work as specified in F1.1.