



SUBMISSION DEADLINE: 12 NOON WINNIPEG TIME, FEBRUARY 20, 2004

If your company name and address are not correctly shown below, please enter or correct it before submitting your Bid.

Company Name _____

Address _____

BUYER: DEBBIE SHKOLNY /d
TELEPHONE NO. (204) 986-2249

PROVISION OF BUILDING CLEANING SERVICES AT WINNIPEG POLICE STATIONS

— Please quote prices on the attached Form B: Prices. —

Mandatory Site Investigations: See Clause 3.1 of the Specifications.
Drawings will be provided at the Site Investigations for Bidders to have a copy during the site investigation.

This Request for Quotation includes Table A and Table B

THE BID SUBMISSION MUST INCLUDE THIS PAGE (COMPLETED AND SIGNED)

TERMS AND CONDITIONS ATTACHED APPLY EXCEPT AS SUPERSEDED ABOVE OR BY SPECIFICATIONS (IF ANY) ATTACHED.

Early payment discount: _____ % _____ days
(See 1.5 of the Terms and Conditions attached.)

RETURN TO:

**THE CITY OF WINNIPEG 26-2004
CORPORATE FINANCE DEPARTMENT
MATERIALS MANAGEMENT DIVISION
185 KING ST MAIN FLOOR
WINNIPEG MB R3B 1J1**

Contact Person: (print) _____

Telephone Number: _____

Facsimile Number: _____

The Bidder hereby offers to perform the Work in accordance with the Contract for the price(s), in Canadian funds, set out in this Bid.

The Bidder agrees that the Request for Quotation in its entirety shall be deemed to be incorporated in and to form a part of this offer notwithstanding that not all parts thereof are necessarily attached to or accompany this Bid.

The Bidder certifies that the following addenda have been received and agrees that they shall be deemed to form a part of the Contract.

No. 1 No. 2 No. 3 No. 4

This offer shall be open for acceptance, binding and irrevocable for a period of thirty (30) days following the Submission Deadline.

Signature: _____

TERMS AND CONDITIONS – SERVICES

1. BIDDING PROCEDURES

- 1.1 The Bid must be submitted on the forms provided, with all required entries made clearly in ink.
- 1.2 If the Bidder finds discrepancies or omissions in the Request for Quotation or any part thereof, or is unsure of the meaning or intent thereof, he shall notify the Buyer. The Buyer will, if he deems it necessary, issue addenda to all Bidders. The Bidder is advised to direct all enquiries or comments to the Buyer at least five (5) business days prior to the Submission Deadline to allow time for the preparation and distribution of necessary addenda.
- 1.3 The Bidder is responsible for investigating the site, the nature of the Work to be done and all local conditions that might affect his Bid or his 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 investigation.
- 1.4 The Contract is based on the design, methods and materials specified and any proposed substitutes must be clearly identified in the Bid. Where the phrases "or equal" or "or alternative" occur in the Request for Quotation, the Bidder is advised to submit descriptive matter in sufficient detail to permit a judgment as to the merits of any "equal" or "alternative" offered.
- 1.5 The Bidder may, but is not required to, offer a prompt payment discount. If prompt payment discounts are offered, they will be considered in determining the lowest evaluated responsive Bid.
- 1.6 The Bid must be submitted enclosed and sealed in an envelope clearly marked with the RFQ Number and the Bidder's name and address. Each envelope must contain only the Bid for one Request for Quotation.
- 1.7 The Bid must be submitted to the Materials Management Division at the address specified no later than the Submission Deadline specified. Bids received after the Submission Deadline will not be considered.
- 1.8 The Bid may be withdrawn without penalty at any time prior to the Submission Deadline.
- 1.9 The Bid shall be open for acceptance, binding and irrevocable for the period of time specified on the cover page. A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the City considers appropriate in the circumstances.
- 1.10 The City may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The City may reject all or any part of any Bid or waive technical requirements if the interests of the City so require. The City may reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified. A responsible and qualified Bidder is one that meets the qualifications specified and is not suspended, debarred or in default under any contract with the City.
- 1.11 Where the Contract is proposed in separate sections or with alternatives, the City shall have the right to award any section separately or to choose any alternative which is in its best interests.
- 1.12 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive. Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.
- 1.13 The Buyer will give notice of the award of the Contract by issuing a Purchase Order to the successful Bidder, or will give notice that no award will be made.
- 1.14 The Request for Quotation, including but not limited to the specifications, drawings and addenda, and the Contractor's Bid shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that they are not necessarily attached to or accompany said Purchase Order.
- 1.15 The name of the successful Bidder and the Contract amount will be made available, upon request, to Bidders only after award of Contract.

2. SCOPE OF WORK

- 2.1 The Work to be done under this Contract shall consist of the supply of labour and materials in accordance with applicable specifications, drawings and addenda.
- 2.2 The Contractor shall provide and pay for all labour, materials, equipment, tools, temporary works, utilities, licenses and fees necessary to complete the Work. Any work not explicit in the specifications, drawings and addenda, which is reasonably implied, necessary and usually included for such work, shall be deemed to be included in the Work.

3. MATERIALS & WORKMANSHIP

- 3.1 Materials and workmanship shall be fit for the purpose intended and shall equal or exceed the quality specified.
- 3.2 All materials to be incorporated in the Work shall be new.
- 3.3 The Contractor shall be responsible for the storage, transportation and handling of materials until the Work is accepted by the City.

4. ASSIGNMENT

- 4.1 The Contractor shall not assign the Contract or any payment thereunder without the prior written approval of the City.

5. SUBCONTRACTING

- 5.1 If the Contractor subcontracts any portion of the Work, he shall:
 - a) employ only Subcontractors who have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, or who are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
 - b) enter into contracts or written agreements with his Subcontractors to require them to perform their work in complete conformance with and subject to the terms and conditions of the Contract; and
 - c) be as fully responsible to the City for acts and omissions of his Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him.

6. INDEMNITY

- 6.1 The Contractor shall save harmless and indemnify the City for twice the contract price plus two million dollars, unless specifically stated otherwise in the contract documents, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of acts or omissions of the Contractor, his subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:
 - a) accidental injury to or death of any person whether retained by or in the employ of the Contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
 - b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
 - c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
 - d) failure to pay and obtain a discharge of a notice of claim for lien served upon the City in accordance with the requirements of The Builders' Liens Act;
 - e) failure to pay a workers compensation assessment, or federal or provincial taxes;
 - f) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
 - g) inaccuracies in any information provided to the City by the Contractor.
- 6.2 The City has the right, acting reasonably and upon notice to the Contractor, to settle any such action, proceeding, claim or demand and charge the Contractor with the amount so paid or to be paid in effecting a settlement.
- 6.3 The Contractor shall pay to the City the value of all legal fees and disbursements required to settle any such claim or to defend the City against any such claim, action, proceeding, claim or demand notwithstanding that the settlement or defence of the said action, proceeding, claim or demand was undertaken on behalf of the City by a salaried employee of the City.
- 6.4 If the Contractor fails to make any payment required to be made to the City hereunder, the City shall be entitled to deduct the amount of such payment from any payment required to be made by the City to the Contractor under the Contract or take whatever other remedies against the Contractor that the City may have at law.

7. EVENTS OF DEFAULT

- 7.1 An event of default will be deemed to have occurred if the Contractor:
 - a) abandons the Work; or
 - b) is adjudged bankrupt or files for bankruptcy, becomes insolvent, makes a general assignment for the benefit of his creditors, or has a receiver or liquidator appointed in respect of his assets; or
 - c) in the judgment of the City, is not performing or has not been performing the Work, or any part thereof, in a sound and workmanlike manner and in all respects in strict conformity with the Contract; or
 - d) in the judgment of the City, is not progressing continuously with the Work or any part thereof, and in such a manner as to ensure the completion of the Work or any part thereof, in accordance with the work schedule; or
 - e) fails to take down, rebuild, repair, alter or amend any defective or deficient Work, or to remove any defective or deficient material; or
 - f) fails to remedy defects or deficiencies during the warranty period in the manner and within the time periods specified by the City; or
 - g) fails to make prompt payment to his subcontractors, his employees or on account of the purchase or rental of equipment or materials; or
 - h) fails to promptly secure a discharge of a lien or trust claim served upon the City pursuant to The Builders' Liens Act; or
 - i) fails to comply with any laws, by-laws or statutory regulations; or
 - j) fails to provide competent supervision for the Work; or
 - k) fails to submit any schedules, documents or information required by the Contract; or
 - l) refuses or neglects to comply with an order given by the City;
 - m) commits any other breach of the Contract.
- 7.2 Any provision of the Contract may be waived only by express waiver in writing by the City. No express waiver of any provision shall imply the waiver of any other provision.
- 7.3 If an event of default has occurred, the City may do any one or more of the following:
 - a) withhold or retain the whole or part of any payment;
 - b) take the whole of the Work, or any part or parts thereof out of the hands of the Contractor;
 - c) demand payment for any amount owed to the City.

- 7.4 The duties and obligations imposed upon the Contractor by the Contract and the rights and remedies available to the City hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed upon the Contractor or available to the City at law.

8. PRICES AND PAYMENT

- 8.1 Prices bid shall be gross prices including all applicable duty, freight, cartage, Provincial and Federal Taxes [except Goods and Services Tax (GST)], which shall be extra where applicable] and all charges governmental or otherwise paid, and including profit and all compensation which shall be due to the Contractor.
- 8.2 If the Contractor charges GST, he must show his registration number and the amount of GST separately on the invoice.
- 8.3 Where The Builders' Liens Act is applicable to the Contract, payments will be subject to such holdbacks as are required to be made thereunder. Interest on holdback amounts will be credited, and holdback amounts will be released, in accordance with said Act.
- 8.4 Payment will be in Canadian funds net thirty (30) days from receipt of acceptable goods, or receipt and approval of the Contractor's invoice, whichever is later.

FORM B: PRICES
PROVISION OF BUILDING CLEANING SERVICES AT WINNIPEG POLICE STATIONS

UNIT PRICES

ITEM	DESCRIPTION	APPROX. QUANTITY	UNITS	UNIT PRICE PER MONTH
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1. 227 Provencher Blvd.

Labour	a) Year 1: April 1, 2004 – March 31, 2005	12	month	
	b) Year 2: April 1, 2005 – March 31, 2006	12	month	
	c) Year 3: April 1, 2006 – March 31, 2007	12	month	

Minimum person hours per month _____

2. 730 Pandora Avenue

Labour	a) Year 1: April 1, 2004 – March 31, 2005	12	month	
	b) Year 2: April 1, 2005 – March 31, 2006	12	month	
	c) Year 3: April 1, 2006 – March 31, 2007	12	month	

Minimum person hours per month _____

3. 260 Hartford Avenue

Labour	a) Year 1: April 1, 2004 – March 31, 2005	12	month	
	b) Year 2: April 1, 2005 – March 31, 2006	12	month	
	c) Year 3: April 1, 2006 – March 31, 2007	12	month	

Minimum person hours per month _____

4. 210 Lyle Street

Labour	a) Year 1: April 1, 2004 – March 31, 2005	12	month	
	b) Year 2: April 1, 2005 – March 31, 2006	12	month	
	c) Year 3: April 1, 2006 – March 31, 2007	12	month	

Minimum person hours per month _____

5. 1350 Pembina Hwy

Labour	a) Year 1: April 1, 2004 – March 31, 2005	12	month	
	b) Year 2: April 1, 2005 – March 31, 2006	12	month	
	c) Year 3: April 1, 2006 – March 31, 2007	12	month	

Minimum person hours per month _____

6. 151 Princess Street

Labour	a) Year 1: April 1, 2004 – March 31, 2005	12	month	
	b) Year 2: April 1, 2005 – March 31, 2006	12	month	
	c) Year 3: April 1, 2006 – March 31, 2007	12	month	

Minimum person hours per month _____

Name of Bidder

SPECIFICATIONS

1. GENERAL

1.1 These Specifications shall be applicable to the Work and shall take precedence over the Terms and Conditions.

2. DEFINITIONS

2.1 When used in this Request for Quotation:

- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (b) "**Buyer**" means the person authorized to represent the City in respect of the Request for Quotation;
- (c) "**Calendar Day**" means the period from one midnight to the following midnight;
- (d) "**Contract**" means the combined documents consisting of the Request for Quotation package and any documents and drawings referred to and incorporated therein together with any submissions required to be made by the Contractor after award, and all amendments to the foregoing;
- (e) "**Contract Administrator**" means the person authorized to represent the City in respect of the Contract and is identified at the time of award of the Contract;
- (f) "**Contractor**" means the person undertaking the performance of the Work under the terms of the Contract;
- (g) "**Site**" means the lands and other places on, under, in or through which the Work is to be performed;
- (h) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (i) "**Work**" means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done by the Contractor pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all equipment, facilities, material, labour and services necessary for or incidental to the fulfilment of the requirements of the Contract;
- (j) "**Working Day**" means any Saturday, Sunday or a Statutory including Civic Holiday, on which the Contract Administrator determines atmospheric and Site conditions are such that the Contractor is able to work.

2.2 Further to 2.1(b), the Buyer is:

DEBBIE SHKOLNY
(204) 986-2249

2.3 Further to 2.1(h), Table A of these Specifications, listing intended Users, is provided for the convenience of the Bidder only. The City reserves the right to add or delete Users.

3. SITE INVESTIGATION

3.1 Further to 1.3 of the Terms and Conditions, the Bidder shall attend a mandatory Site Investigation on either date as follows:

Item	Location	Date	Time
6.	151 Princess Street (Main Floor Lobby)	February 16, 2004 or February 17, 2004	8:30 A.M.
1.	227 Provencher Blvd.	February 16, 2004 or February 17, 2004	10:15 A.M.
2.	730 Pandora Ave.	February 16, 2004 or February 17, 2004	11:15 A.M.
3.	260 Hartford Ave.	February 16, 2004 or February 17, 2004	1:00 P.M.
4.	210 Lyle Street	February 16, 2004 or February 17, 2004	2:15 P.M.
5.	1350 Pembina Hwy.	February 16, 2004 or February 17, 2004	3:15 P.M.

3.2 Bidders are advised that the Site Investigations are **Mandatory** and the Bidder may choose either date stated in 3.1 (A) to (F) to attend each Site Investigation at the locations stated.

3.3 The Bid of any Bidder not having attended will be rejected on the basis that it is non-responsive.

- 3.4 Attendance by the Bidder or their representative at any previous Site Investigation does not relieve the Bidder from the requirement to attend the Site Investigations.
- 3.5 Bidders are advised that the Site Investigation includes a walk-through, review of the Drawings (floor plans) and the Work that needs to be done:
- (a) Drawings will be provided to Bidders at the Mandatory Site Investigations but Bidders will only have a copy of the drawings during the Site Investigation and **MUST** return the drawings to the City Representative prior to the Bidder leaving the premises.
 - (b) The successful Bidder will receive the Drawings when awarded the Contract.
- 3.6 Bidders shall familiarize themselves with the locations, extent and purpose of the proposed Work and shall determine for himself/herself the conditions and requirements of the Work, and may involve a demonstration. Opportunities will be provided for Bidders to raise questions regarding each Site and Work to be done at each Site.
- 3.7 Questions raised at the Site tours will be recorded and the written answers will be issued as an Addendum to this document. Any other changes or revisions to the Tender required by the City will be issued in writing to all Bidders as a formal Addendum to this call.
- 3.8 Bidders shall not be entitled to rely on any information or interpretation received at the Site Investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

4. WORK

General

- 4.1 The Contractor shall provide labour for building cleaning services to Winnipeg Police Service stations, including at 151 Princess Street, in accordance with the requirements hereinafter specified.
- 4.2 The locations requiring building cleaning services are identified as Items 1 - 6, on Form B: Prices and on Drawings A (1) to F (7).
- 4.3 The Contractor shall:
- (a) Provide Building Cleaning Services between 8:00 a.m. and 12:00 Noon;
 - (b) Have Cleaners sign in and out in the sign-in book provided, except at 151 Princess Street, on the Main Floor, where cleaners must sign in and out with the Division 11 duty office;
 - (c) Designated refuse containers on the outside rear of the building where all refuse must be emptied into, except where applicable, regular garbage is to be placed in the garbage room by the loading dock at 151 Princess and transparent bags (indicating confidential paper) are to be stored separately in the basement holding area.

Regular Cleaning Requirements

- 4.4 Building Cleaning Services shall include hard-surface floor sweeping or dry mopping prior to damp-floor mopping; carpet vacuuming; disinfecting; wall washing; washroom cleaning including, but not limited to, mirrors, sinks, urinals, toilet bowls; cleaning of refuse containers and disposal of contents; glass cleaning; restock dispensers; wash kitchen/lunchroom tables, and as identified on Table A.
- 4.5 The Contractor shall replenish paper towels, toilet paper and hand-soap dispensers with materials identified in Clause No. 6.1.1, 6.1.10 and 6.1.11.

Drawings

- 4.6 The following drawings are applicable to the Work:
- (a) Drawings A(1) and A(2): St. Boniface Police Station, 227 Provencher Blvd. include the following:
 - (1) Basement Floor Plan (1,507.4 square feet);
 - (2) Main Floor Plan (6,318 square feet);

- (b) Drawings B(1) and B(2): Division #14 Police Station & Fire Station #21, 730 Pandora Avenue include the following:
 - (1) Basement Plan (2,835.10 square feet);
 - (2) Main Floor Plan (2,676.7 square feet);
- (c) Drawing C(1) and C(2): District No. 3 Police Station Division #13, 260 Hartford Street include the following:
 - (1) Basement Floor Plan (2,368.56 square feet);
 - (2) Main Floor; Plan (7,719 square feet);
- (d) Drawing D(1) and D(2): St. James Police Station District No. 2 Division #12, 210 Lyle Street include the following:
 - (1) Basement Floor Plan (2,435 square feet);
 - (2) Main Floor Plan (4,266 square feet);
- (e) Drawing E(1) and E(2): District No. 6 Police Station Division #16, 1350 Pembina Hwy include the following:
 - (1) Main Floor Plan (7,011.66 square feet);
 - (2) Second Floor Plan (1,869 square feet);
- (f) Drawing F(1), F(2), F(3), F(4), F(5), F(6) and F(7): Public Safety Building, 151 Princess Street include the following:
 - (1) Basement Floor Plan (8,195 square feet);
 - (2) Main Floor Plan (4,244 square feet);
 - (3) Second Floor Plan (3,049 square feet);
 - (4) Third Floor Plan (3,008 square feet);
 - (5) Fourth Floor Plan (5,148 square feet);
 - (6) Fifth Floor Plan (760 square feet);
 - (7) Sixth Floor Plan (1,570.83 square feet).

4.7 Further to 3.5(a) and 4.6, Drawings indicate shaded areas where building cleaning services shall be performed by the Contractor. Areas may be removed or added according to redevelopment of office space or changes to office working hours.

Decontamination Cleaning

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

5. EXCLUSIONS

5.1 The following equipment and furnishings are excluded from the Work of the Contract:

- (a) cash registers;
- (b) dictation equipment;
- (c) computer terminals/micro computers;
- (d) audio/visual equipment;
- (e) communication equipment;
- (f) electronic security equipment; and
- (g) vehicles are not part of this contract.

6. MATERIALS

6.1 The City will supply and maintain all the cleaning supplies required for each location, and with the materials meeting the requirements of Canadian General Stations Board (CGSB) as follows:

- 6.1.1 CAN/CGSB-2.1-96 Skin Cleaning Lotion, Type 1
- 6.1.2 CAN/CGSB-2.46-95 Toilet Bowl and Urinal Cleaning Compound, Type 1
- 6.1.3 CAN/CGSB-2.55-97 Glass Cleaner
- 6.1.4 CAN/CGSB-2.60-92 Remover for Water Emulsion Floor Polish and Wax
and Amendment
dated Apr. 1995
- 6.1.5 CAN/CGSB-2.107-92 General Purpose Built Liquid Detergent
- 6.1.6 CAN/CGSB-2.160-95 General Purpose, Germicidal, Liquid Detergent, Type 3
- 6.1.7 CAN/CGSB-2.180-94 Carpet and Upholstery Shampoo
- 6.1.8 CAN/CGSB-25.3-92 Buffable Water Emulsion Floor Wax
- 6.1.9 CAN/CGSB-25.10-96 Furniture Polish, Type 1
- 6.1.10 CAN/CGSB-9.14-94 Paper Towels for Institutional Use
- 6.1.11 CAN/CGSB-9.13-94 Paper Toilet Tissue for Institutional Use, Type 1 - Rolls
and Amendment
dated Nov. 1996
except that it shall be:
 - a) two ply;
 - b) minimum grammage shall be 25.0 g/m²;
 - c) roll length shall not be less than 40 m/ approximately 131.24 feet; and
 - d) rolls shall be individually wrapped.

6.2 The City will monitor all cleaning materials.

7. EQUIPMENT

7.1 The City will supply, at each Site, all necessary equipment to perform the Work.

7.2 The Contractor shall ensure that all employees engaged in the execution of this Contract are properly trained in the handling of all equipment, including use, maintenance and storage according to the manufacturer's instructions.

8. STORAGE

8.1 The City of Winnipeg will provide a designated janitorial closet/storage area for the purpose of storing the cleaning materials and equipment for the Contractor to use during the term of this Contract.

8.2 The Contractor shall store materials and equipment in the designated areas only. All containers will be clearly identified by the City as to the material content and the City shall post the Material Safety Data Sheets (MSDS's) in a conspicuous place in the designated storage areas.

8.3 The Contractor shall ensure that all janitorial closets/storage areas used by the Contractor are secured at all times being accessible only by authorized personnel of the Contractor and the City.

8.4 The Contractor shall ensure that all equipment and tools are properly cleaned and stored at the end of each daily cleaning operation in such a manner as not to present any fire hazard or cause any unsanitary or unsafe condition or odour.

9. WORKMANSHIP

- 9.1 The Contractor shall ensure that all services expressly described and reasonably implied in this Contract in the opinion of the Contract Administrator, and the equipment to be provided, meet the optimum standard of workmanship, cleanliness, sanitation, safety and efficiency and shall without limitation:
- (a) ensure that no surfaces are damaged by materials or their application;
 - (b) ensure all residues of cleaning materials, dust and other matter are removed at the completion of each cleaning; and
 - (c) remove all waste/trash resulting from cleaning and deposit all refuse into the designated bins.

10. DEFECTIVE WORK

- 10.1 The sum fixed for Defective Work for this Contract, per Working Day, per location when an employee fails to attend the work Site or when the work performed is below acceptable minimum standards.
- (a) Items 1, 2, 3, 4, 5 \$25.00 per location per day
 - (b) Item 6 \$75.00 per day

11. PERSONNEL

- 11.1 The Contractor shall ensure that all their employees engaged in the execution of this Contract are experienced janitors and are properly trained in the handling of cleaning materials and equipment including use and storage according to manufacturer's instructions.
- 11.2 The Contractor shall supervise their employees and shall ensure that all such employees behave at all times in a manner appropriate to persons in a Civic facility and shall without limitation ensure that all the Contractor's employees:
- (a) are dressed in a clean, neat and respectable manner;
 - (b) personal hygiene meets acceptable standards;
 - (c) behave in a courteous and polite manner to City personnel and other persons in the facility;
 - (d) are careful with all property that is in or a part of the facility;
 - (e) do not smoke while on the premises;
 - (f) are able to communicate effectively in English; and
 - (g) refrain from using profanity.
- 11.3 The Contractor shall ensure that all its employees working in these facilities have proper identification in the form of:
- (a) a uniform bearing the name of the company (only);
 - (b) a photo identification badge, must be worn at all times while on the premises.

12. COMMUNICATION

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

13. ENQUIRIES DURING CONTRACT

- 13.1 The Contractor shall provide a local Winnipeg, or toll-free, telephone number and facsimile number where available, at which inquiries may be placed.
- 13.2 The Contractor shall make provisions to receive enquiries, by any of the means identified in 13.1 above, at all times between the cleaning hours stated and two (2) hours after the cleaning hours stated at each Site.

14. LOCATION AND SCHEDULE OF WORK

- 14.1 Work shall be performed on weekends and statutory holidays during the term of the Contract at the locations indicated on Table A and as follows:
- (a) The Contractor shall clean all locations, each year on the following Statutory and Civic Holidays:
- (i) New Years Day - January 1
 - (ii) Good Friday
 - (iii) Monday following Easter Sunday
 - (iv) Victoria Day
 - (v) July 1st
 - (vi) 1st Monday in August
 - (vii) 1st Monday in September
 - (viii) Thanksgiving Day
 - (ix) Remembrance Day – November 11
 - (x) Christmas Day – December 25
 - (xi) Boxing Day – December 26
- 14.2 Table A of these Specifications, listing intended work locations, is provided for the convenience of the Bidder only. The City reserves the right to add or delete locations, within the boundaries of the City, or alter the type or quantity of Work performed at any location as required by changes in its operations during the term of the Contract.
- 14.3 Work shall be performed between 8:00 a.m. and 12:00 Noon, Saturdays, Sundays and Statutory Holidays.

15. DURATION OF CONTRACT

- 15.1 The Contract shall be for the period of April 1, 2004 to March 31, 2007.
- 15.2 Notwithstanding Clause No.15.1, the type and quantity of work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2003.
- 15.3 Notwithstanding Clause No. 15.1, 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 may terminate the Contract upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

16. ADDENDA

- 16.1 The Buyer may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Quotation, or clarifying the meaning or intent of any provision therein.
- 16.2 The Buyer will issue each addendum to all Bidders by:
- (a) publication at the Materials Management Division's Bid Opportunities internet website at <http://www.winnipeg.ca/matmgt/bidopp.asp>.

- 16.3 The Bidder is responsible for ensuring that he/she has received all addenda and shall acknowledge receipt of each addendum on the Request for Quotation cover page. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- 16.3.1 The Bidder is advised to check the Materials Management Division's Bid Opportunities internet website for addenda shortly before submitting his/her Bid.

17. BID SUBMISSION

- 17.1 The Bid Submission consists of the following components:
- (a) Request for Quotation cover page completed and signed;
 - (b) Form B: Prices.
- 17.2 Bids may be submitted by:
- (a) mail, courier or personal delivery to the address shown on the Request for Quotation cover page; or
 - (b) facsimile transmission (fax) to (204) 949-1178.
- 17.2.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- 17.2.2 Bids submitted by internet electronic mail (e-mail) will not be accepted.

18. PRICES

- 18.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- 18.2 Prices shall be fixed for the duration of the Contract except for changes stipulated, with amounts and effective dates, in the Bid.
- 18.3 Further to 8.1 of the Terms and Conditions, the City will not consider payment of any charges (e.g., minimum order charges, handling charges, container deposits, etc.), except those imposed after the Submission Deadline by a government or regulatory authority having jurisdiction, unless they are identified and quantified in the Bid.
- 18.4 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- 18.5 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.
- 18.6 The Bidders shall specify the monthly price of labour required to provide building cleaning services in accordance with the Specifications, in the Unit Price column of Form B: Prices.
- 18.7 The Bidders shall specify on Form B: Prices, the minimum number of person hours that they will require to provide building cleaning services at the locations specified, in accordance with the specifications.

19. INVOICES

- 19.1 The Contractor shall submit invoices to the locations designated at the time of ordering.
- 19.2 Table A of these Specifications, listing current invoicing addresses, is provided for the convenience of the Contractor only. The City reserves the right to revise addresses as required by changes in its operations during the term of the Contract.
- 19.3 Invoices must clearly indicate, as a minimum:
- (a) the City's Purchase Order (PO) number or Standing Purchase Order Release Authorization (SPORA or RA) number, if issued;
 - (b) date(s) of Work;
 - (c) Site(s) or address(s) of Work;
 - (d) description, quantity and unit price(s) of Work performed;

- (e) total amount payable with GST and PST, where applicable, shown as separate amounts; and
- (f) where applicable, the Contractor's GST registration number.

19.4 The City will bear no responsibility for delays in approval of invoices that are improperly submitted.

20. INSURANCE

20.1 The Contractor shall provide and maintain the following insurance coverage:

- (b) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
- (c) maintain and pay for an Employee Dishonesty Bond in an amount of not less than ten thousand dollars (\$10,000.00) covering all of the Contractor's employees, agents, and subcontractors involved in providing the services, for any direct loss of money or other property caused by a fraudulent or dishonest act, or acts, of the Contractor, Contractor's employees, agents or subcontractors. The Contractor is to provide a certified true copy of the bond, satisfactory to the Contract Administrator, prior to commencement of Work.

20.2 Deductibles shall be borne by the Contractor.

20.3 The Contractor shall provide the Contract Administrator with a Certificate of Insurance for each policy at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

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

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

21. WORKERS COMPENSATION

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

22. SECURITY CLEARANCE

Criminal Record Search Certificate

22.1 Each individual proposed to perform Work under the Contract within City facilities shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his/her place of residence:

- (a) Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate, obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof for each individual proposed to perform Work within City facilities.
- (b) No individual for whom a Criminal Record Search Certificate is not provided, or who has any convictions or pending charges related to property offences or crimes against another individual, will be permitted to perform any Work within City facilities.
- (c) Any clearance obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- (d) Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require a Criminal Record Search. Any individual who fails to provide a Criminal Record Search Certificate as a result of a repeated Criminal Record Search shall not be permitted to continue to perform Work under the Contract.

Security Clearance Check

- 22.2 Further to 22.1, the City will conduct a Security Clearance Check, including but not limited to, banking and medical information, for any individual proposed to perform Work under the Contract at Winnipeg Police Service facilities:
- (a) The Cost of the Security Clearance Check is \$180.00 per individual, payable by the Contractor to the City of Winnipeg upon application;
 - (b) No individual for whom a satisfactory Security Clearance is not provided, will be permitted to perform any Work within Winnipeg Police Service facilities;
 - (c) Any Security Clearance obtained thereby will be deemed valid for the duration of the Contract subject to a repeated Security Clearance Check as hereinafter specified;
 - (d) Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require a further Security Clearance Check. Any individual who fails to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check, shall not be permitted to continue to perform Work under the Contract at Winnipeg Police Facilities.

23. EVALUATION CRITERIA

- 23.1 Award of this Contract will be based on the following evaluation criteria:
- (a) conformance of the Bid with the requirements of the RFQ pass/fail;
 - (b) qualifications of the Bidder pursuant to 1.10 of the Terms and Conditions pass/fail;
 - (c) total contract price 100%.
- 23.2 Further to 23.1(a), the Bidder shall, within two (2) Business Days of a request by the Buyer, provide representative samples of the materials proposed to be used in the Work.
- 23.3 Further to 23.1(b), the Bidder shall:
- (a) submit, within two (2) Business Days of a request by the Buyer, proof satisfactory to the Buyer of the qualifications of the Bidder and of any proposed subcontractor;
 - (b) provide, on the request of the Buyer, full access to any of the Bidder's equipment and facilities to confirm, to the Buyer's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.
- 23.4 Further to 23.1(c), total contract price will be evaluated on the basis of the approximate quantities shown on Form B: Prices considering early payment discounts if offered.

24. AWARD OF CONTRACT

- 24.1 This contract will be awarded as a whole.

TABLE "A"

Item	Address: Winnipeg Police Service	Invoice Address	User Contact	Phone/Cell Number
1	227 Provencher Blvd.	Public Works, Building Operation Services 100 Main Street Winnipeg MB R3C 1A4	Kevin McMullen	986-2365 794-8525
2	730 Pandora Avenue			
3	260 Hartford Avenue			
4	210 Lyle Street			
5	1350 Pembina Hwy.			
6	151 Princess Street	Winnipeg Police Service 151 Princess Street Winnipeg MB R3C 2Z7	Rick Raffey Supervisor Caretaking Unit	986-6278 794-8572

**TABLE "B"
WORK SCHEDULE**

**WINNIPEG POLICE SERVICE – POLICE STATIONS, INCLUDING 151 PRINCESS STREET
CLEANING REQUIREMENTS:**

Cleaning all unobstructed horizontal and vertical surfaces

LOCATION	WASHROOMS	KITCHEN / LUNCHROOMS	COMMON AREAS, HALLWAYS AND ELEVATORS	HOLDING ROOMS
WORK				
DRY MOP/ SWEEPING FLOORS	X	X	X	
DAMP MOP/ WASH FLOORS	X	X	X	
VACUUM CARPETS AND WALK OFF MATS			X	
DISINFECT TOILETS, SINKS AND URINALS AND TOILET BOWLS	X			
CLEAN MIRRORS AND COUNTERS	X			
RESTOCK TOILET PAPER DISPENSERS	X			
RESTOCK HAND TOWEL DISPENSERS	X	X		
RESTOCK HAND SOAP DISPENSERS	X			
WASH TABLES		X		
CLEAN, EMPTY REFUSE CONTAINERS AND DISPOSE OF CONTENTS	X	X	X	
DE-CONTAMINATE*	X			X

- *In accordance with Specifications Clause No. 4. WORK