



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 155-2006

PROVISION OF DRY CLEANING SERVICE AND VOUCHERS

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PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

B1.1 PROVISION OF DRY CLEANING SERVICE AND VOUCHERS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 P.M. Winnipeg time June 28, 2006.

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

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

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

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

B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. ADDENDA

B4.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B4.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

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

B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda shortly before submitting his Bid.

B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B5. SUBSTITUTES

- B5.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B5.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative shall base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B13.
- B5.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B6. BID SUBMISSION

- B6.1 The Bid Submission consists of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices.
- B6.2 All components of the Bid Submission shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely in ink, to constitute a responsive Bid.
- B6.3 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.4 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Branch
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B6.4.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B6.5 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178
- B6.5.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.6 Bid Submissions submitted by internet electronic mail (e-mail) will not be accepted.

B7. BID

- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B7.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

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

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

B7.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.

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

B8. PRICES

B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B8.1.1 Notwithstanding GC.9.01(1), prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

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

B8.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9. QUALIFICATION

B9.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business;
- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;
- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work;
- (f) employ only Subcontractors who:
 - (i) are responsible and not suspended, debarred or in default of any obligation to the City (a list of suspended or debarred individuals and companies is available on the

Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>); and

- (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
 - (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba);
- B9.2 The Bidder shall be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor with the following information:
- (a) Control system (as stated in E4.1);
 - (b) References;
 - (c) Outlet addresses;
 - (i) minimum of five (5) outlets positioned in different areas throughout the City of Winnipeg, proposed to be used for the Work, including any Sub-Contractor outlet;
 - (A) outlets shall be either a pick-up and drop-off location, or an outlet where the garments will be dry-cleaned on site;
 - (B) Bidders are not required to own the outlets, but must specify the name of the dry-cleaner of the proposed outlet;
 - (ii) phone numbers; and
 - (iii) hours of operation at each outlet.
- B9.3 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B10. OPENING OF BIDS AND RELEASE OF INFORMATION

- B10.1 Bid Submissions will not be opened publicly.
- B10.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B10.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B10.4 The Bidder is advised that any information contained in any Bid Submission may be released if required by City policy or procedures, The Freedom of Information and Protection of Privacy Act (Manitoba), or by other authorities having jurisdiction.

B11. IRREVOCABLE BID

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

B11.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B12. WITHDRAWAL OF BIDS

B12.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B12.1.1 Notwithstanding GC.7.06(2), the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B12.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B12.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:

- (a) retain the Bid Submission until after the Submission Deadline has elapsed;
- (b) open the Bid Submission to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B12.1.3(b), declare the Bid withdrawn.

B12.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B11.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B13. EVALUATION OF BIDS

B13.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B5.

B13.2 Further to B13.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements if the interests of the City so require.

B13.3 Further to B13.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid Submission or in other information required to be submitted, that he is responsible and qualified.

B13.3.1 The Bidder shall be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor with the following information:

- (a) Control system (as stated in E4.1);
- (b) References;

- (c) Outlet addresses;
 - (i) minimum of five (5) outlets positioned in different areas throughout the City of Winnipeg, proposed to be used for the Work, including any Sub-Contractor outlet;
 - (A) outlets shall be either a pick-up and drop-off location, or an outlet where the garments will be dry-cleaned on site;
 - (B) Bidders are not required to own the outlets, but must specify the name of the dry-cleaner of the proposed outlet;
 - (ii) phone numbers; and
 - (iii) hours of operation at each outlet.

B13.4 Further to B13.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B13.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.

B13.5 This Contract will be awarded as a whole.

B14. AWARD OF CONTRACT

B14.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B14.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B14.2.1 Without limiting the generality of B14.2, the City will have no obligation to award a Contract where:

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

B14.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.

B14.4 Notwithstanding GC.3.01 and GC.3.02, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B14.5 The Contract Documents, as defined in GC.1.01(7), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

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

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of Dry Cleaning Services and Vouchers for the period of August 15, 2006 to December 31, 2009.
- D2.2 The major components of the Work are as follows:
- (a) Printing of Dry Cleaning Vouchers;
 - (b) Delivery of Dry Cleaning Vouchers;
 - (c) Provide Dry Cleaning Service.
- D2.3 The Work shall be done on an "as required" basis during the term of the Contract.
- D2.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.
- D2.3.2 Subject to GC.4.07, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.
- D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2006.
- D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract or a portion of the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. BACKGROUND

D3.1 The following shows an approximate percentage of Vouchers printed compared to actual vouchers redeemed for service during the current contract for the past 2 ¼ years:

- (a) 5.9% used for Fire Paramedic – Regular;
- (b) 4.7% used for Fire Paramedic – Special;
- (c) 28.8% used for Community Services – Regular;
- (d) 17.2% used for Community Services – Special;
- (e) 29.1% used for Winnipeg Police Service – Regular;
- (f) 10.9% used for Winnipeg Police Service – Special;
- (g) 19.2% used for Public Works – Parks Police – Regular;
- (h) 22.8% used for Public Works – Park Police – Special.

D4. DEFINITIONS

D4.1 When used in this Bid Opportunity:

- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (b) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Bids;
- (c) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrators is:

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

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

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

D7. NOTICES

D7.1 GC.7.06 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

- D7.2 GC.7.06 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.
- D7.3 Further to GC.7.06, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D7.4, D7.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D5.1.
- D7.4 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:
- The City of Winnipeg
Chief Administrative Officer Secretariat
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174
- D7.5 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:
- The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

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

CONTROL OF WORK

D9. COMMENCEMENT

- D9.1 The Contractor shall not commence any Work until he is in receipt of a purchase order authorizing the commencement of the Work.
- D9.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence that the Contractor is in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act

(Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;

D10. ORDERS/ENQUIRES DURING CONTRACT

- D10.1 The Contractor shall provide a local Winnipeg, or toll-free, telephone number at which enquiries may be placed.
- D10.2 The Contractor shall make provisions to receive enquiries, by any of the means identified in D10.1 above, at all times between 8:30 a.m. and 4:30 p.m., on Business Days.

D11. RECORDS

- D11.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D11.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) User name(s) and addresses;
 - (b) order date(s);
 - (c) service date(s); and
 - (d) description and quantity of services provided.
- D11.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

MEASUREMENT AND PAYMENT

D12. INVOICES

- D12.1 Further to GC.9.01 and notwithstanding GC.9.03, the Contractor shall submit a monthly invoice for the Work performed during the previous calendar month for each department.
- D12.2 Further to D7.3, the Contractor shall submit monthly invoices to the locations designated at the time of ordering.
- D12.2.1 Table A, lists current invoicing addresses and is provided for the convenience of the Contractor only. The City reserves the right to revise locations as required by changes in its operations during the term of the Contract.
- D12.2.2 The Contractor must submit final invoice by the cut off date of December 31 each year, for the year ending. The City will not be responsible to pay outstanding invoices not received by that date.
- D12.2.3 Vouchers that have been properly certified by Users, must be submitted with invoice.
- D12.2.4 Payment will be made for only those Vouchers submitted and services performed.
- D12.3 Invoices must clearly indicate, as a minimum:
- (a) the City's order number;
 - (b) date(s) of provision of services;
 - (c) location at which service was provided;
 - (d) type and quantity of services provided;
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Contractor's GST registration number.

D12.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D13. PAYMENT

D13.1 Further to GC.9.01 and GC.9.03, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D14. WARRANTY

D14.1 Notwithstanding GC.10.01 and GC.10.02, the warranty period for each item of Work supplied shall begin on the date of successful delivery and shall expire as follows:

- (a) Uniform clothing – thirty (30) Calendar Days;
- (b) Civilian Clothing – seven (7) Calendar Days.

unless extended pursuant to D14.2, in which case it shall expire when provided for thereunder.

D14.2 Further to GC.10.01, if a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.

D14.3 Notwithstanding GC.10.01, GC.10.02 and D14.2, if any law of Manitoba or of the jurisdiction in which the Work was manufactured requires, or if the manufacturer provides, a longer warranty period or a warranty which is more extensive in its nature, then the provisions of such law or manufacturer's warranty shall apply.

PART E - SPECIFICATIONS

GENERAL

E1. GENERAL

- E1.1 These Specifications shall apply to the Work.
- E1.2 Requests for Substitutes as an approved equal or an approved alternative shall be made in accordance with B5.

E2. SERVICES

- E2.1 The Contractor shall provide Dry Cleaning Services in accordance with the requirements hereinafter specified, commencing December 1 to November 30 of each year.
- E2.2 The Contractor shall not perform any service unless the City employee provides a current valid Voucher at the time garments are dropped off.

E3. VOUCHERS

- E3.1 The Contractor shall provide both Regular Vouchers and Special Vouchers to dry clean garments as described in E3.2, E3.3 and E3.4.
- E3.2 Item No. 1 – Regular Voucher:
- (a) Dry Cleaning Service shall be provided to clean the following garments in exchange for a valid Regular Voucher:
 - (i) one (1) Uniform Jacket/Tunic **AND** one (1) pair of Uniform Trousers; **OR**
 - (ii) two (2) pairs of Uniform Trousers.
- E3.3 Item No. 2 – Special Voucher:
- (a) Dry Cleaning Service shall be provided to clean the following garments in exchange for a valid Special Voucher:
 - (i) one (1) Winter Parka, **OR**
 - (ii) one (1) Bomber Jacket (For Winnipeg Police Service, excludes EVIN Reversible Jackets).
- E3.4 Item No. 3 – Regular Voucher – Winnipeg Police Service and Parks Police Section only:
- (a) Dry Cleaning Service, for Winnipeg Police Service, shall be provided to clean the following Uniform/Civilian garments (fancy, silk and pleats excluded) in exchange for a valid Regular Voucher:
 - (i) one (1) Dress; **OR**
 - (ii) one (1) Two piece suit; **OR**
 - (iii) one (1) Over Coat with no lining; **OR**
 - (iv) a combination of any two (2) of the following:
 - (A) tunic;
 - (B) jacket;
 - (C) blazer;
 - (D) sports jacket;
 - (E) pants;
 - (F) slacks;

- (G) trousers;
 - (H) skirt;
 - (I) shorts;
 - (J) blouse;
 - (K) three (3) shirts.
- (b) Dry Cleaning Service, for Parks Police Section of Public Works, Parks and Open Space Division, shall be provided to clean the following Uniform/Civilian garments (fancy, silk and pleats excluded) in exchange for a valid Regular Voucher:
- (i) One (1) Uniform Jacket/Tunic **AND** One (1) Pair of Uniform Trousers; **OR**
 - (ii) Two (2) Pairs of Uniform Trousers; **OR**
 - (iii) One (1) Two piece Suit; **OR**
 - (iv) One (1) Skirt **AND** One (1) Blouse; **OR**
 - (v) Two (2) Skirts.
- (c) Vouchers cannot be used for the following garments:
- (i) fur;
 - (ii) suede;
 - (iii) leather.
- (d) Vouchers can be exchanged for dry cleaning of garments for where an extra cost may apply, in which case the difference is to be paid by the City employee. Such garments may include:
- (i) fancy;
 - (ii) silk;
 - (iii) pleats.

E3.5 Voucher Colours:

- (a) Year 1 (2006-2007) voucher colours are provided on Table A; and
- (b) Each year thereafter, the Contractor shall use and shall rotate different coloured paper (no pink) for vouchers to make it easier to identify each department, type of voucher and the expiration date of the voucher.

E3.6 Voucher Printing:

- (a) The Contract Administrator will supply the Contractor, between August 15 – 22 each year, with the quantities and correct wording for each voucher;
- (b) The Contractor shall print draft Vouchers showing the following information on the front/back of the Voucher:
 - (i) Contractor's Name/Logo;
 - (ii) Outlet addresses (subject to change during the Contract);
 - (iii) Record number;
 - (iv) Wording as per Tables B, C, D, E, F, G, H, and I (except with revisions to wording, as required, each year);
 - (v) Validity period on Voucher (commencement and expiration dates each year).
 - (A) All Vouchers shall be valid from December 1 and up to and including November 30 of each year.
- (c) The Contractor shall supply drafts of the proposed printed Vouchers, stating the colours to be issued, to the Contract Administrator for review and shall be delivered in the first week of September each year.

- (d) Upon approval by the Contract Administrator, the Contractor shall print the Vouchers in the quantities required.

E3.7 Voucher Delivery:

- (a) The Contractor shall deliver approved printed Vouchers as follows:
 - (i) no later than 2:00 p.m. October 1 of each year;
 - (ii) to the Vouchers Delivery Addresses provided on Table A.

- E3.8 The City reserves the right to add or delete departments, or alter the type or quantity of vouchers supplied to any department, as required by changes in its operation during the term of the Contract.

E4. CONTROL SYSTEM

- E4.1 The Contractor shall have or establish an adequate control system of identification of all articles for prevention of loss or misplacement of garments.

- E4.2 The Contractor shall be responsible for all lost or damaged articles while in his/her care and possession.

- E4.3 In the event of damages or losses of garments, the Contractor shall pay the replacement cost as follows:

- E4.3.1 Uniform clothing, shall be paid to the City.

- E4.3.2 Uniform clothing, for Winnipeg Police Service, shall be paid to the City and are identified as follows:

- (a) Golf shirts with Winnipeg Police Service crest on left upper chest (shown as shirts on voucher);
- (b) Dress shirts with Winnipeg Police Service shoulder flashes (shown as shirts on voucher);
- (c) Cargo pants with red stripe (shown as pants on voucher);
- (d) Dress pants with red stripe (shown as pants on voucher).

- E4.3.3 Civilian clothing, for Winnipeg Police Service, shall be paid to the User and are identified in E3.4(a), except for garments identified in E4.3.2(a), E4.3.2(b), E4.3.2(c), and E4.3.2(d).

- E4.3.4 Civilian clothing, for Park Police Section, shall be paid to the User and are identified in E3.4(b)(iii), E3.4(b)(iv), and E3.4(b)(v).

- E4.4 Payment shall be made within four (4) calendar weeks of notification of lost or damaged garments.

E5. LOCATION AND SCHEDULE OF OPERATION

- E5.1 Work shall be performed on an "as required" basis during the term of the Contract, at the Contractor's premises, within the City.

- E5.1.1 All garments to be dry-cleaned will be dropped off and picked by City personnel;

- E5.1.2 Work shall be completed within two (2) Working Days of the placing of an order.

- E5.2 The Contractor's business hours must be, as a minimum, between 9:00 a.m. and 4:30 p.m., Monday to Friday, except for Statutory Holidays.

- E5.3 The Contractor shall post notice of the City Contract at all their outlets.

- E5.4 The Contractor must advise the Contract Administrator immediately of any change to an outlet address during the term of the Contract.

TABLE A
 Voucher Production, Distribution and Invoicing

Department	Approximate Quantity of Vouchers to be Printed Annually	Example Colours	Voucher Wording in accordance with TABLE:	Vouchers Delivery Address	Invoice Address
Fire Paramedic Service (Regular)	6,000	Blue Yellow	B	Fire Paramedic Service Stores Branch 2546 McPhillips Street Winnipeg, MB R2P 2T2 Attn: Diane Kowaliuk	Fire Paramedic Service Accounts Payable 2546 McPhillips Street Winnipeg, MB R2P 2T2 Attn: Cindy Semenchuk
Fire Paramedic Service (Special)	1000	Grey Red	C		
Community Services (Regular)	170	Purple Blue	D	Community Services Dept. Financial Services Branch 3 rd Floor 395 Main Street Winnipeg, MB R3B 3N8 Attn: Kim Jeffrey	Community Services Dept. Financial Services Branch 3 rd Floor 395 Main Street Winnipeg MB R3B 3N8 Attn: Nancy Caplap
Community Services (Special)	15	Green Grey	E		Community Services Dept. Animal Services Branch 1057 Logan Avenue Winnipeg, MB R3E 3N8 Attn: Nancy Neumann
Winnipeg Police Service (Regular)	16,000	Orange Green	F	Winnipeg Police Service Quartermaster Stores 472 Notre Dame Avenue Winnipeg, MB R3B 1R5 Attn: Craig Davill	Winnipeg Police Service Finance Division PO Box 1680 151 Princess Street Winnipeg MB R3C 2Z7 Attn: Ron Smolik
Winnipeg Police Service (Special)	2000	Red Purple	G		
Public Works – Park Police (Regular)	220	Yellow Orange	H	Public Works Department Parks and Open Space 105 - 1155 Pacific Avenue Winnipeg, MB R3E 3P1 Attn: Bob McKeever	Public Works Department Finance & Admin. Division Accounts Payable 105 - 1155 Pacific Avenue Winnipeg MB R3E 3P1 Attn: Bob McKeever
Public Works – Park Police (Special)	38	Tan Seafoam Green	I		
Corporate Finance Dept. - Materials Management Branch	One (1) approved printed Voucher for each department and type, (regular and special) in the colours issued in each year.		B, C, D, E, F, G, H, I	Corporate Finance Department Materials Management Branch 185 King Street Winnipeg, MB R3B 1J1 Attn: Debbie Shkolny	

The Contractor shall use and shall rotate different coloured paper (no pink) for vouchers to make it easier to identify the type of voucher for each department and expiration date each year.
 Colours shown crossed-out are the colours of vouchers provided in the current contract year.

TABLE B

Fire Paramedic Service
Regular Voucher

(CONTRACTOR NAME/LOGO)	CLEANING VOUCHER	(Voucher) No. ()
Fire Paramedic Service personnel are authorized to present this Voucher as full payment of the cost of cleaning garments as follows:		
One (1) Uniform Jacket/Tunic AND One (1) Pair of Uniform Trousers; OR Two (2) Pairs of Uniform Trousers.		
VOUCHER MUST BE PRESENTED WHEN ORDER IS PLACED FOR PROCESSING.		
PERSONNEL OF FIRE PARAMEDIC SERVICE CERTIFICATION (Must be filled out)		
Name: _____		
Reg. No. _____ Platoon #: _____		
Address: _____		
(CONTRACTOR NAME) PERSONNEL (please fill out) — DO NOT ACCEPT EXPIRED VOUCHERS.		
Store # _____ Invoice # _____ Date: _____		
Contract No. (#) valid from December 1, (year) to November 30, (following year). Fire Paramedic Service will reimburse <i>(Contractor name)</i> for every Voucher properly completed and presented by a Fire Paramedic Service Employee, at established Contract prices Please see reverse for outlet locations.		

Numbered from: 001 – 6,000

TABLE C

Fire Paramedic Service
Special Voucher

(CONTRACTOR NAME/LOGO)	CLEANING VOUCHER	(Voucher) No. ()
Fire Paramedic Service personnel are authorized to present this Voucher as full payment of the cost of cleaning garments as follows:		
One (1) Winter Parka; OR One (1) Bomber Jacket.		
VOUCHER MUST BE PRESENTED WHEN ORDER IS PLACED FOR PROCESSING.		
PERSONNEL OF FIRE PARAMEDIC SERVICE CERTIFICATION (Must be filled out)		
Name: _____		
Reg. No. _____ Platoon: _____		
Address: _____		
<i>(CONTRACTOR NAME) PERSONNEL (please fill out)</i> — DO NOT ACCEPT EXPIRED VOUCHERS.		
STORE # _____ Invoice # _____ Date: _____		
Contract No. (#) valid from December 1, (year) to November 30, (following year). Fire Paramedic Service will reimburse <i>(Contractor name)</i> for every Voucher properly completed and presented by a Fire Paramedic Service Employee, at established Contract prices. Please see reverse for outlet locations.		

Numbered from: 001 – 1,000

TABLE D

Community Services
Regular Voucher

(CONTRACTOR NAME/LOGO)	CLEANING VOUCHER	(Voucher) No. ()
City of Winnipeg Community Services personnel are authorized to present this Voucher as full payment of the cost of cleaning garments as follows:		
One (1) Uniform Jacket/Tunic AND One (1) Pair of Uniform Trousers.		
VOUCHER MUST BE PRESENTED WHEN ORDER IS PLACED FOR PROCESSING.		
PERSONNEL OF COMMUNITY SERVICES CERTIFICATION (Must be filled out)		
Community Services Department Division: _____		
Member's Name: _____ Dept # _____		
<i>(CONTRACTOR NAME) PERSONNEL (please fill out) — DO NOT ACCEPT EXPIRED VOUCHERS.</i>		
STORE # _____ Invoice # _____ Date: _____		
Contract No. (#) valid from December 1, (year) to November 30, (following year). The Community Services Department will reimburse <i>(Contractor name)</i> for every Voucher properly completed and presented by a Community Services Department Employee, at established Contract prices. Please see reverse for outlet locations.		

Numbered from: 001 – 170

TABLE E

Community Services
Special Voucher

(CONTRACTOR NAME/LOGO)	CLEANING VOUCHER	(Voucher) No. ()
City of Winnipeg Community Services personnel are authorized to present this Voucher as full payment of the cost of cleaning garments as follows:		
One (1) Uniform Winter Parka/Ski Jacket.		
VOUCHER MUST BE PRESENTED WHEN ORDER IS PLACED FOR PROCESSING.		
PERSONNEL OF COMMUNITY SERVICES CERTIFICATION (Must be filled out)		
Community Services Department Division: _____		
Member's Name: _____ Dept # _____		
(CONTRACTOR NAME) PERSONNEL (please fill out) — DO NOT ACCEPT EXPIRED VOUCHERS.		
STORE # _____ Invoice # _____ Date: _____		
Contract No. (#) valid from December 1, (year) to November 30, (following year). The Community Services Department will reimburse (<i>Contractor name</i>) for every Voucher properly completed and presented by a Community Services Department Employee, at established Contract prices. Please see reverse for outlet locations.		

Numbered from: 001 - 015

TABLE F

Winnipeg Police Service
Regular Voucher

(CONTRACTOR NAME/LOGO)	CLEANING VOUCHER	(Voucher) No. ()
<p>Winnipeg Police Services personnel are authorized to present this Voucher as full payment of the cost of cleaning Uniform/Civilian garments as follows: One (1) Dress; OR One (1) Two piece Suit; OR One (1) Over Coat with no lining; OR a combination of any two (2) of the following: Tunic, Jacket, Blazer, Sports Jacket, Pants, Slacks, Trousers, Skirt, Shorts, Blouse, three (3) Shirts. <i>FANCY, SILK, AND PLEATS EXCLUDED.</i></p> <p>VOUCHER MUST BE PRESENTED WHEN ORDER IS PLACED FOR PROCESSING.</p> <p>PERSONNEL OF POLICE SECTOR CERTIFICATION (Must be filled out)</p> <p>Winnipeg Police Services Division: _____</p> <p>Member's Name: _____ Dept # _____</p> <p><i>(CONTRACTOR NAME) PERSONNEL (please fill out) — DO NOT ACCEPT EXPIRED VOUCHERS.</i></p> <p>STORE # _____ Invoice # _____ Date: _____</p> <p>Contract No. (#) valid from December 1, (year) to November 30, (following year). Winnipeg Police Services will reimburse <i>(Contractor name)</i> for every Voucher properly completed and presented by personnel from the Police Sector, at established Contract prices. Please see reverse for outlet locations.</p>		

Numbered from: 001 – 16,000

TABLE G

Winnipeg Police Service
Special Voucher

(CONTRACTOR NAME/LOGO)	CLEANING VOUCHER	(Voucher) No. ()
Winnipeg Police Services personnel are authorized to present this Voucher as full payment of the cost of cleaning garments as follows: One (1) Winter Parka; OR One (1) Bomber Jacket (excludes EVIN Reversible Jackets).		
VOUCHER MUST BE PRESENTED WHEN ORDER IS PLACED FOR PROCESSING.		
PERSONNEL OF WINNIPEG POLICE SERVICES CERTIFICATION (Must be filled out)		
Name: _____	Reg. No.: _____	Platoon: _____
Address: _____		
(CONTRACTOR NAME) PERSONNEL (please fill out) — DO NOT ACCEPT EXPIRED VOUCHERS.		
STORE # _____	Invoice # _____	Date: _____
Contract No. (#) valid from December 1, (year) to November 30, (following year). Winnipeg Police Services will reimburse <i>(Contractor name)</i> for every Voucher properly completed and presented by a Winnipeg Police Services Employee, at established Contract prices. Please see reverse for outlet locations.		

Numbered from: 001 – 2,000

TABLE H

Public Works Department, Parks and Open Space Division, Park Police Section
Regular Voucher

(CONTRACTOR NAME/LOGO)	CLEANING VOUCHER	(Voucher) No. ()
City of Winnipeg, Public Works Department, Parks and Open Space Division, Park Police Section personnel are authorized to present this Voucher as full payment of the cost of cleaning Uniform/Civilian garments as follows:		
One (1) Uniform Jacket/Tunic AND One (1) Pair of Uniform Trousers; OR Two (2) Pairs of Uniform Trousers; OR One (1) Two Piece Suit; OR One (1) Skirt AND One (1) Blouse; OR Two (2) Skirts.		
VOUCHER MUST BE PRESENTED WHEN ORDER IS PLACED FOR PROCESSING.		
PERSONNEL OF PARK POLICE SECTION CERTIFICATION (Must be filled out)		
Name: _____		
Address: _____		
<i>(CONTRACTOR NAME) PERSONNEL (please fill out) — DO NOT ACCEPT EXPIRED VOUCHERS.</i>		
STORE # _____ Invoice # _____ Date: _____		
Contract No. (#) valid from December 1, (year) to November 30, (following year). Public Works Department will reimburse <i>(Contractor name)</i> for every Voucher properly completed and presented by a Park Police Section Employee, at established Contract prices. Please see reverse for outlet locations.		

Numbered from: 001 – 220

TABLE I

Public Works Department, Parks and Open Space Division, Park Police Section
Special Voucher

(CONTRACTOR NAME/LOGO)	CLEANING VOUCHER	(Voucher) No. ()
City of Winnipeg, Public Works Department, Parks and Open Space Division, Park Police Section personnel are authorized to present this Voucher as full payment of the cost of cleaning garments as follows:		
One (1) Winter Parka; OR One (1) Bomber Jacket.		
VOUCHER MUST BE PRESENTED WHEN ORDER IS PLACED FOR PROCESSING.		
PERSONNEL OF PARK POLICE SECTION CERTIFICATION (Must be filled out)		
Name: _____		
Address: _____		
<i>(CONTRACTOR NAME) PERSONNEL (please fill out) — DO NOT ACCEPT EXPIRED VOUCHERS.</i>		
STORE # _____ Invoice # _____ Date: _____		
Contract No. (#) valid from December 1, (year) to November 30, (following year). Public Works Department will reimburse <i>(Contractor name)</i> for every Voucher properly completed and presented by a Park Police Section Employee, at established Contract prices. Please see reverse for outlet locations.		

Numbered from: 001 – 038