



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 30-2007**

**PROVISION OF BOARD-UP AND/OR SECURING BUILDINGS FOR WINNIPEG  
POLICE SERVICE**

## TABLE OF CONTENTS

### PART A - BID SUBMISSION

|                |   |
|----------------|---|
| Form A: Bid    | 1 |
| Form B: Prices | 3 |

### PART B - BIDDING PROCEDURES

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

### PART C - GENERAL CONDITIONS

|                        |   |
|------------------------|---|
| C1. General Conditions | 1 |
|------------------------|---|

### PART D - SUPPLEMENTAL CONDITIONS

#### General

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

#### Submissions

|                                    |   |
|------------------------------------|---|
| D7. Authority to Carry on Business | 3 |
| D8. Workers Compensation           | 3 |
| D9. Insurance                      | 3 |
| D10. Security Clearance            | 3 |

#### Control of Work

|                   |   |
|-------------------|---|
| D11. Commencement | 4 |
| D12. Orders       | 4 |
| D13. Records      | 4 |

#### Measurement and Payment

|                                      |   |
|--------------------------------------|---|
| D14. Invoices                        | 5 |
| Form P-608: Security Clearance Check | 6 |

### PART E - SPECIFICATIONS

#### General

|              |   |
|--------------|---|
| E1. General  | 1 |
| E2. Services | 1 |
| E3. History  | 2 |

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

- B1.1 PROVISION OF BOARD-UP AND/OR SECURING BUILDINGS FOR WINNIPEG POLICE SERVICE

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, January 26, 2007.
- B2.2 Bid Submissions determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. ENQUIRIES**

- B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.
- B3.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall 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 regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B5. SUBSTITUTES**

- B5.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B5.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the 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 shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B6.3.1 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.
- B6.4 Bid Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B6.5 Bid Submissions shall be submitted to:  
The City of Winnipeg  
Corporate Finance Department  
Materials Management Branch  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

**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.

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 Within two (2) Business Day following the Submission Deadline, the names of the Bidders and their 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.

B13.4 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.

B14.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.

B14.4 Notwithstanding 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 board-up and/or securing of buildings for Winnipeg Police Service for the period of March 1, 2007 to February 28, 2010.
- D2.2 The major components of the Work are as follows:
- (a) Labour, materials and equipment necessary to board-up and/or secure buildings damaged by vandalism, break & entering and Police investigations where required by the Winnipeg Police Service. Buildings board-ups and or securing buildings may be private residences, apartment blocks or businesses.
- 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.

#### D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
  - (b) "**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;
  - (d) "**Working Day**" means any Calendar Day, other than a Saturday, Sunday or a Statutory or Civic Holiday, on which, in the opinion of the Contract Administrator, atmospheric and/or site conditions are such that the Contractor is able to work at least seven (7) hours during the period between 7:00 a.m. Winnipeg time or the time the Contractor's operations normally commence, whichever is the earlier, and 7:00 p.m. Winnipeg time.

- (e) "**After Hours**" means any Calendar Day between the hours of 6:01 p.m. and 7:59 a.m. also including Saturday, Sunday or a Statutory or Civic Holiday between the hours of one midnight to the following midnight.

**D4. CONTRACT ADMINISTRATOR**

- D4.1 The Contract Administrator is:

Ron Smolik

Comptroller

Winnipeg Police Service

1<sup>st</sup> Floor – 151 Princess Street

Winnipeg MB R3B 1L1

Telephone No. (204) 986-6629

Facsimile No. (204) 986-7715

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

**D5. CONTRACTOR'S SUPERVISOR**

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

**D6. NOTICES**

- D6.1 GC.7.06 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

- D6.2 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.

- D6.3 Further to GC.7.06, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.4, D6.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.

- D6.4 All notices of appeal to the Chief Administrative Officer shall be sent to the following address or facsimile number:

The City of Winnipeg

Chief Administrative Officer Secretariat

Administration Building, 3rd Floor

510 Main Street

Winnipeg MB R3B 1B9

Facsimile No.: (204) 949-1174

- D6.5 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**

### **D7. AUTHORITY TO CARRY ON BUSINESS**

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

### **D8. WORKERS COMPENSATION**

D8.1 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.

### **D9. INSURANCE**

D9.1 The Contractor shall provide and maintain the following insurance coverage:

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

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the Contract Administrator with a certificate of insurance of each policy at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D9.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

### **D10. SECURITY CLEARANCE**

D10.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence.

D10.2 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform Work.

D10.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work.

- D10.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- D10.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.

## **CONTROL OF WORK**

### **D11. COMMENCEMENT**

- D11.1 The Contractor shall not commence any Work until he is in receipt of a purchase order authorizing the commencement of the Work.
- D11.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence that the Contractor is in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;
    - (ii) evidence of the workers compensation coverage specified in D8;
    - (iii) evidence of the insurance specified in D9; and
    - (iv) the security clearances specified in D10.

### **D12. ORDERS**

- D12.1 The Contractor shall provide a local Winnipeg telephone number and cell phone number at which orders for service may be placed.
- D12.2 The Contractor shall make provisions to receive orders, by any of the means identified in D12.1 above, and provide a dispatch service operating twenty-four (24) hours a day, seven (7) days a week, on all Calendar Days.

### **D13. RECORDS**

- D13.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D13.2 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.
- D13.3 The Contractor shall provide the Contract Administrator with weekly listings of all service calls (see Clause D15.1 )

### **D14. DIGITAL IMAGES**

- D14.1 The Contractor shall take and save digital image(s) of each location and every item of Work that was performed for that location. The images shall show the Work both before it has been performed and after.
- D14.2 The images are to be saved and kept by the Contractor for a period of one (1) year from the date of the image. The images are to be submitted electronically via e-mail to the Contract Administrator, within three (3) Working Days, of a request by the Contract Administrator.

## **MEASUREMENT AND PAYMENT**

### **D15. INVOICES**

- D15.1 Further to D6.3, the Contractor shall submit invoices to the Winnipeg Police Service, Finance Division, P.O. Box 1680, 151 Princess Street, Winnipeg, Manitoba, R3C 2Z7.
- D15.2 Invoices must clearly indicate, as a minimum:
- (a) the Police incident number as given by the Police Service individual;
  - (b) the badge number of the police officer requesting the service;
  - (c) date(s) of provision of services;
  - (d) the time of the call for service, the arrival and departure time at the location;
  - (e) location at which service was provided;
  - (f) type and quantity and unit price(s) of services provided;
  - (g) the amount payable with GST and MRST shown as separate amounts; and
  - (h) the Contractor's GST registration number.
  - (i) If a call is cancelled, all of the above and the reason for the cancellation shall be recorded.
- D15.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.



|   |  |
|---|--|
| <b>NAME OF EMPLOYER &amp; BUSINESS ADDRESS:</b> |  |
|   |  |

|  |
|--|
| <b>NATURE OF WORK BEING DONE FOR WINNIPEG POLICE SERVICE:</b><br>PROVISION OF BOARD-UP AND/OR SECURING BUILDINGS FOR WINNIPEG POLICE SERVICE |
|--|

**WARNING: ANY FALSE OR INCOMPLETE INFORMATION MAY RESULT IN REJECTION OF THIS APPLICATION**

**EMPLOYEE INFORMATION**

LAST NAME: \_\_\_\_\_ GIVEN NAMES: \_\_\_\_\_

BIRTH NAME OR OTHER NAME(S) USED: \_\_\_\_\_  
*(if different from above)*

MALE    FEMALE      DATE OF BIRTH: \_\_\_\_\_      BIRTH PLACE: \_\_\_\_\_  
   Y    M    D

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ PROVINCE: \_\_\_\_\_

POSTAL CODE: \_\_\_\_\_ RESIDENTIAL PHONE: \_\_\_\_\_

**AUTHORIZATION**

I, \_\_\_\_\_ hereby authorize any employer or other person, to whom a duplicate or photocopy of this document is provided, to furnish any information, opinions, reports, records or copies which may be requested by the Winnipeg Police Service, in connection with the undersigned's application for a security check as a person contracted or associated with the Winnipeg Police Service.

I consent to the collection, use, disclosure, transmittal and examination of all information compiled by the Winnipeg Police Service. I agree to waive any right of action against any person or institution providing information or opinions in compliance with this authorization.

\_\_\_\_\_  
 Signature of Witness

\_\_\_\_\_  
 Signature of Applicant

\_\_\_\_\_  
 Date

**WINNIPEG POLICE SERVICE - FOR OFFICE USE ONLY**

**RESULT OF CHECK:**

\_\_\_\_\_ NO POLICE RECORD OF CRIMINAL CONVICTIONS WAS ASSOCIATED TO ANY SUBJECT WITH THE SAME NAME AND DATE OF BIRTH.

\_\_\_\_\_ AN OUTSTANDING CRIMINAL CHARGE AWAITING COURT DISPOSITION WAS ASSOCIATED TO A SUBJECT WITH THE SAME NAME AND DATE OF BIRTH.

\_\_\_\_\_ A POLICE RECORD OF CRIMINAL CONVICTIONS WAS ASSOCIATED TO A SUBJECT WITH THE SAME NAME AND DATE OF BIRTH.

PROCESSED BY: \_\_\_\_\_  
   Clerk                                    WPS#

\_\_\_\_\_  
 Date

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. GENERAL**

E1.1 These Specifications shall apply to the Work.

#### **E2. SERVICES**

E2.1 The Contractor shall supply all labour, materials and equipment necessary to board-up and/or secure buildings damaged by vandalism, break & entering and Police investigations where required by the Winnipeg Police Service. Buildings board-ups and or securing buildings may be private residences, apartment blocks or businesses in accordance with the requirements hereinafter specified.

E2.2 Work for other City of Winnipeg Departments is excluded from this Contract.

E2.3 The major components of the Work are as follows:

E2.4 Item No. 1 – Service calls consist of all labour and mileage required to perform the Work during a Working Day as defined in D3.1(d).

E2.5 Item No. 2 – Service calls consist of all labour and mileage required to perform the Work After Hours as defined in clause D3.1(e).

E2.6 Item No. 3 – Lock and hasp replacement shall include the cost of each lock and hasp and any other materials required to install them.

E2.7 Item No. 4 – Dead bolt replacement shall include the cost of each dead bolt and any other materials required to install them.

E2.8 Item No. 5 – Plywood board-up shall consist of the plywood and all other material required for the board-up and securing of the building. To include but not be limited to plywood, nails and screws. Plywood should be 4" x 8" x 3/8". If, during the Contract period, a partial piece of plywood is used for board-up of a building the cost per sheet shall be pro-rated to reflect the approximate quantity of plywood used. E.g. if only ½ sheet of plywood is used the price shown on Form B: Prices item 5 shall be divided in half.

E2.9 The Contractor shall take and save digital image(s) of each location and every item of Work that was performed for that location. The images shall show the Work both before it has been performed and after.

E2.10 The images are to be saved and kept by the Contractor for a period of one (1) year from the date of the image. The images are to be submitted electronically via e-mail to the Contract Administrator, within three (3) Working Days, of a request by the Contract Administrator.

E2.11 The Work shall be done on an "as required" basis at any time twenty four (24) hours a day, seven days a week during the term of the Contract at various Sites within the City of Winnipeg limits.

E2.12 Work shall commence within one (1) hour of the placing of a call except where otherwise agreed at the time of the call.

E2.13 Work shall be completed as soon as possible.

E2.14 The Contractor shall promptly report any delay or change to an agreed commencement or completion time to the Contract Administrator and/or User.



E2.15 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.

**E3. HISTORY**

E3.1 Winnipeg Police Service requires the securing of a building that they have responded to if the Owner is not present and the building has to be secured. A member of Winnipeg Police Services must stay with the building until it can be secured by the Contractor. The Contractor is required to secure the building with either new locks/hasps, deadbolts, and/or plywood. Only those doors or windows that will allow easy access to a building that have been vandalized/broken need to be secured. The average time required to secure a building is 1 to 2 hours. The amount of supplies varies by the number of windows, doors, openings, etc. that need to be secured.