



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 692-2009**

**PROVISION OF WINNIPEG POLICE SERVICE PHYSICAL ABILITIES TESTING**

## 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	5
B11. Irrevocable Bid	5
B12. Withdrawal of Bids	5
B13. Evaluation of Bids	6
B14. Award of Contract	7

### PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

### PART D - SUPPLEMENTAL CONDITIONS

#### General

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

#### Submissions

D7. Authority to Carry on Business	2
D8. Insurance	2

#### Control of Work

D9. Commencement	3
D10. Orders	3
D11. Records	3

#### Measurement and Payment

D12. Invoices	3
D13. Payment	4
D14. Payment Schedule	4

### PART E - SPECIFICATIONS

#### General

E1. Applicable Specifications	1
E2. Services	1
E3. Confidentiality and Ownership of Information	2
E4. Conflict of Interest	2

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF WINNIPEG POLICE SERVICE PHYSICAL ABILITIES TESTING

### **B2. SUBMISSION DEADLINE**

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

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

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

### **B3. ENQUIRIES**

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

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

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

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

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

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

### **B4. ADDENDA**

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

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

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

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

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

## **B5. SUBSTITUTES**

- B5.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B5.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the 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 may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B13.
- B5.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B5.10 Notwithstanding B5.2 to B5.9, and in accordance with B6.5, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B13.1(a).

## **B6. BID SUBMISSION**

- B6.1 The Bid shall consist of the following components:

- (a) Form A: Bid;
- (b) Form B: Prices.

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

**B7. BID**

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

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

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

B7.4.2 All signatures shall be original.

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

## **B8. PRICES**

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

B8.1.1 Notwithstanding C11.1.1, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

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

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

## **B9. QUALIFICATION**

B9.1 The Bidder shall:

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

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

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- (b) have successfully carried out work similar in nature, scope and value to the Work; and
- (c) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and

- (d) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).

B9.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall have:

- (a) Acceptable minimum accreditation for Testers;
  - (i) Certified Fitness Consultants, or equivalent.
- (b) Acceptable minimum accreditation for Supervisors;
  - (i) Professional fitness and Lifestyle consultant, or equivalent.

B9.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B9.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work

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

B10.1 Bid Submissions will not be opened publicly.

B10.2 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 Division website at <http://www.winnipeg.ca/matmgt>

B10.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B10.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, 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 C22.5, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

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

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

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

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

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

- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation there from (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
- (c) Qualifications of the testers and supervisors 30%
- (d) Unit cost of proposed fee to be charged to applicants 70%
- (e) 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.

- (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.

B13.4 Further to B13.1(c), qualifications of testers and supervisors will be evaluated considering the Bidders submission or in other information required to be submitted. The Bidder shall submit within two (2) business days of a request by the Buyer, documentation, (photocopies acceptable), to verify the qualifications of the Testers and Supervisors who will be performing duties for this contract.

- (a) Acceptable minimum accreditation for Testers will be Certified Fitness Consultants or equivalent, and Supervisors (Professional Fitness and Lifestyle Consultant) or equivalent.
- (b) Qualifications of the testers and supervisors will be evaluated on the minimum qualifications as stated in 12.4(a), all qualifications in excess of 12.4(a), quantity of testers and supervisors submitted for POPAT work, and the bidder's previous accumulated work experience with job related testing will be evaluated.

B13.5 Further to B13.1(d), unit cost of proposed fee to be charged to applicant will be evaluated on the basis of the approximate quantities shown on Form B: Prices considering early payment discounts if offered.

B13.6 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 in accordance with B13 .
- B14.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.
- B14.4 Notwithstanding C4.1, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B14.5 The Contract Documents, as defined in C1.1(n), in their entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that they are not necessarily attached to or accompany said Purchase Order.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

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

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the provision for the Winnipeg Police Service physical ability testing for the period of January 1, 2010 to December 31, 2010 with the option of two (2) mutually agreed upon one (1) year extensions.

D2.2 The Work shall be done on an "as required" basis during the term of the Contract.

D2.2.1 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.

D2.2.2 Notwithstanding C7.4, 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, 2010.

D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

#### D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

(a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or civic Holiday.;

(b) "**WPS-PAT**" means Winnipeg Police Service Physical Abilities Testing;

#### D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Craig Davill, CIM, CPP  
Quartermaster Stores Unit  
Winnipeg Police Service  
472 Notre Dame Avenue  
R3B 1R5

Telephone No. (204) 986-6141

Facsimile No. (204) 986-6127

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

## **D5. CONTRACTOR'S SUPERVISOR**

- D5.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.
- D5.2 Before commencement of Work, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

## **D6. NOTICES**

- D6.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:
- The City of Winnipeg  
Chief Financial Officer  
Administration Building, 3rd Floor  
510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: (204) 949-1174

## **SUBMISSIONS**

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

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

### **D8. INSURANCE**

- D8.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D8.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

## CONTROL OF WORK

### D9. COMMENCEMENT

- D9.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D9.2 The Contractor shall not commence any Work until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D7;
    - (ii) evidence of the workers compensation coverage specified in C6.14;
    - (iii) evidence of the insurance specified in D8;

### D10. ORDERS

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

### D11. RECORDS

- D11.1 The Contractor shall keep detailed records of the Work performed under the Contract.
- D11.2 The Contractor shall record, as a minimum:
- (a) Number of WPS-PAT tests performed, broken down in monthly increments;
  - (b) Number of actual applicants tested, broken down in monthly increments;
  - (c) Number of males and females tested each year, broken down into the following categories:
    - (i) Passed;
    - (ii) Failed;
    - (iii) Incomplete.
  - (d) Total amount of fees collected per year.
- D11.3 The contractor shall provide the Contract Administrator with a copy of the records annually within fifteen (15) Calendar Days of the end of each Contracted year.

## MEASUREMENT AND PAYMENT

### D12. INVOICES

- D12.1 Further to C11, the Contractor shall submit an invoice for each order delivered to:
- The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9
- Facsimile No.: (204) 949-0864  
Email: [CityWpgAP@winnipeg.ca](mailto:CityWpgAP@winnipeg.ca)
- D12.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
  - (b) date of delivery;
  - (c) delivery address;
  - (d) type and quantity of goods delivered;
  - (e) the amount payable with GST and MRST shown as separate amounts; and

(f) the Contractor's GST registration number.

D12.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

**D13. PAYMENT**

D13.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**D14. PAYMENT SCHEDULE**

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

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS**

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Attachment No.</u>	<u>Attachment Title</u>
-----------------------	-------------------------

- |    |  |
|----|--|
| 1. | WPS-PAT Test                           |
| 2. | WPS-PAT Statement and Test Record Form |
| 3. | WPS-PAT Certificate of Results         |

E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B5.

#### **E2. SERVICES**

E2.1 The Contractor shall provide Winnipeg Police Service Physical Abilities Tests (WPS-PAT) in accordance with the requirements hereinafter specified.

E2.2 Provide testing to members of the general public (police officer applicants) according to the recognized and accepted protocol set out by the Winnipeg Police Service (Attachment #1)

- (a) Provide all required facilities, equipment and qualified fitness testers to administer the WPS-PAT.
- (b) Service for WPS-PAT testing shall be available at a minimum of sixty (60) hours a weeks consisting of various days and evenings.
- (c) Provide a partitioned off area for WPS-PAT testing in order to limit non-applicant spectators.
- (d) Provide applications with a complete Statement of Test Record Form (Attachment #2) confirming their time, errors and, if they passed the WPS-PAT, an original copy of the Certificate of Results (Attachment #3)
- (e) Retain file copies of the Statement of Test Record Form (Attachment #2) of each applicant and the Certificate of Results (Attachment #3) of each successful applicant for future Reference by the Contract Administrator.
- (f) Administer scheduling and fee collation from applicants
- (g) Administer appropriate Physician's Medical Permission/Release Waiver forms (sample documents will be provided to the successful Contractor)
- (h) Upon request of the Contract Administrator, the Contractor shall provide access to The City of Winnipeg Police Service personnel to observe testing of applicants and the test area.

E2.3 The City agrees to provide the contractor with advance notice of any recruitment blitz.

- (a) For the convenience of the bidder(s) the following historical information is provided about police officer applicants;
  - (i) Winter 2007 – 343 participants
  - (ii) Summer 2007 – 296 participants
  - (iii) Winter 2008 – 269 participants
  - (iv) Summer 2008 – 254 participants
  - (v) Winter 2009 – 263 participants

**E3. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION**

- E3.1 Information provided to the Contractor by The City or acquired by the Contractor during the course of the work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- E3.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of The City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.
- E3.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

**E4. CONFLICT OF INTEREST**

- E4.1 The Contractor shall ensure their employees observe the highest standards of conduct in their performance of related duties concerning the administration of WPS-PAT testing. Testers shall not place themselves in situations where they may be required to conduct tests on family members or acquaintances. Given this situation, the Contractor shall assign a different qualified individual to conduct the testing.

## Winnipeg Police Service Physical Abilities Test (WPS-PAT)

Winnipeg Police service Physical Abilities Test is designed so that an applicant can demonstrate that he/she has the minimum ability to perform the physical duties associated with the job of a police officer. Standards for males and females are the same because the work of a police officer is the same regardless of gender. In order to pass the test an applicant must perform all the activities within the defined protocol and complete the timed portion of the WPS-PAT within 4:15 minutes and then demonstrate the ability to lift and carry the 36.29 kilograms (80 lb) weight 15.24 meters (50 feet).

Tasks are to be performed in clothes appropriate for physical activity and shoes must have non-marking soles.  
Court shoes are recommended.

### STATION #1: 400 METER MOBILITY/AGILITY RUN

Run 6 laps of a circuit incorporating changes of direction, climbing over a .91 meter (3 foot) fence, negotiating 6 stairs up and down, and jumping over two 457.2 millimetre (18 inch) obstacles.

### STATION #2: PUSH AND PULL STATION

Pull an 80lb. weight off its rest and move through a controlled 180 degree arc 3 times then lower the weight and move to the adjacent mat to complete two sprawls. This involves lowering yourself down to the mat to lie on your chest/stomach. This is followed by a roll over to your back and standing up. Push the 36.29 kilograms (80 lb). weight off its rest and move through a 180 degree arc 3 times. This whole sequence is repeated twice.

Note: station #1 to #2 inclusive must be completed within 4 minutes and 15 seconds

### STATION #3: WEIGHT CARRY – 36.29 kilograms (80 lb).

Carry a 36.29 kilograms (80 lb). torso sack a distance of 15.24 meters (50 feet).

The applicant must begin the weight carry within 30 seconds of the completion of Section #2

Qualified Fitness Consultants will explain the correct procedure for each station.  
Only those activities done correctly will be considered.

**The Consultants' scoring is final.**

## Winnipeg Police Service Physical Abilities Test (WPS-PAT) STATEMENT OF TEST APPLICANT AND TEST RECORD FORM

### Police Constable – City of Winnipeg

Passing this test indicates that you have the necessary minimum physical abilities to learn to perform the duties of a police officer. The test will stress your aerobic, anaerobic, muscular strength and endurance fitness. The test will also require you to demonstrate some basic coordinative physical abilities. The test is designed to encourage you to work at your maximum physical abilities. If you have concerns over your ability to perform hard work then you should not perform the test. Your heart rate and blood pressure will be taken before you perform any work.

The test will be described and demonstrated to you before your performance. Further, you will be given ample time to practice the test items so you will know your abilities and have the confidence to complete the test should you wish to continue. Following the instructions and practice, please be certain that all of your questions and concerns have been answered. After all of your questions and concerns have been answered, sign the statement of acknowledgement.

**TO PASS, YOU MUST PERFORM ALL ACTIVITIES WITHIN THE DEFINED  
PROTOCOL AND COMPLETE THE TIMED PORTION OF THE WPS-PAT WITHIN 4  
MINUTES 15 SECONDS AND THEN DEMONSTRATE THE ABILITY TO LIFT AND  
CARRY THE 36.29 KILOMETER (80 lb) WEIGHT A DISTANCE OF 15.24m (50 FEET)**

-----

### STATEMENT OF APPLICANT

I, (Print name) \_\_\_\_\_ acknowledge that I understand the information provided me related to the test. I have no medical or physical problems which may place me at risk during or following my performance of the test. I also understand that the successful completion of the test will be a condition of employment with the Winnipeg Police Service.

SIGNED \_\_\_\_\_  
(Signature of Test Applicant)

DATE \_\_\_\_\_

### RESTING DATA:

HEART RATE \_\_\_\_\_ BPM      BLOOD PRESSURE \_\_\_\_\_ / \_\_\_\_\_

2<sup>nd</sup> READING \_\_\_\_\_ BPM      BLOOD PRESSURE \_\_\_\_\_ / \_\_\_\_\_

### TEST DATA

TEST TIME \_\_\_\_\_ HEART RATE \_\_\_\_\_ BPM

PROBLEM AREAS (station) \_\_\_\_\_

TESTER COMMENTS \_\_\_\_\_

SIGNED \_\_\_\_\_  
(Signature of Test Applicant)

DATE \_\_\_\_\_



## **Winnipeg Police Service Physical Abilities Test (WPS-PAT)**

### **CERTIFICATION OF RESULTS**

To pass, the participant must perform all activities within the defined protocol and complete the timed portion of the Winnipeg Police Service Physical Abilities Test (WPS-PAT) within 4 minutes and 15 seconds and then demonstrate the ability to lift and carry the 36.29 kilograms (80 lb) weight a distance of 15.24 meters (50 feet).

**NAME** \_\_\_\_\_  
(Print)

**DATE** \_\_\_\_\_

**TEST TIME** \_\_\_\_\_

### **STATEMENT OF TESTER**

I verify that the above named person successfully completed all activities within the defined protocol of the Winnipeg Police Service Physical Abilities Test (WPS-PAT)

**SIGNATURE OF TESTER** \_\_\_\_\_

**DATE** \_\_\_\_\_

**PRINTED NAME OF TESTER** \_\_\_\_\_