



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO.: 67-2012

**PROVISION OF SECURITY SERVICES UNIFORMED OFFICERS – MILLENNIUM
LIBRARY**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.2 PROVISION OF SECURITY SERVICES UNIFORMED OFFICERS – MILLENNIUM LIBRARY

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 28, 2012.

B2.2 Proposals 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. SITE INVESTIGATION

B3.1 Further to C3.1, the Bidder shall attend a Site meeting starting at 9:30 a.m. to 11:00 a.m. or attend a site meeting starting at 1:30 p.m. to 3:00 p.m., on March 20, 2012 meeting in the front entrance of the Millennium Library 251 Donald Street. Attendance at one (1) of these meetings is mandatory, and the Bid of any Bidder not having attended will be rejected on the basis that it is non-responsive.

B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site Meeting unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, 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.

B4.3 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.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. CONFIDENTIALITY

B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B6.2.1 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>

B6.2.2 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.

B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B7. SUBSTITUTES

B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B7.4 The 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 Contract;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.

B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in 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.

- B7.6 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.
- B7.6.1 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.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 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 B17.1.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B7.10 Notwithstanding B7.2 to B7.9 and in accordance with B8.5, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B18.1(a).

B8. PROPOSAL SUBMISSION

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices;
 - (c) Technical Plan.
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Proposal 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, to constitute a responsive Proposal.
- B8.3.1 Bidders should submit one (1) unbound original (marked “original”) and two (2) copies.
- B8.4 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Proposal document, including the General Conditions, will be evaluated in accordance with B18.1(a).
- B8.6 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B8.6.1 Samples or other components of the Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B8.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.8 Proposals shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor

Winnipeg MB R3B 1J1

B9. PROPOSAL

B9.1 The Bidder shall complete Form A: Proposal making all required entries.

B9.2 Paragraph 2 of Form A: Proposal 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.

B9.2.1 If a Proposal is submitted jointly by two (2) or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.

B9.4 Paragraph 10 of Form A: Proposal 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.

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

B9.5 If a Proposal is submitted jointly by two (2) 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 Proposal and the Contract, when awarded, shall be both joint and several.

B10. PRICES

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

B10.1.1 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.

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

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

B10.4 Prices from Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. QUALIFICATION

B11.1 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.

B11.2 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>

B11.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have employees meeting the following training requirements;
 - (i) Security Guard(s) licensed by the Province of Manitoba under the Private Investigator and Security Guards Act;
 - (ii) Security Guard(s) having successfully completed a "Basic Rescuer Level C" Cardiopulmonary Resuscitation" Certificate program. Instruction must be from a qualified instructor through the St. Johns Ambulance, Canadian Red Cross Society or other training institutions certificate program, which is a recognized equivalent by the Province of Manitoba. Certificates must be valid throughout the duration of the Contract.

B11.4 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.

B11.5 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.

B12. TECHNICAL PLAN

B12.1 The Bidder for the Work proposed shall provide:

- (a) a brief company history and organizational summary which includes:
 - (i) Ownership structure;
 - (ii) Experience of the personnel directly responsible for the management and local supervision of security personnel.

- (b) a description of the recruitment and selection process used in hiring security officers. Include information pertaining to qualifications, experience and training.
- (c) the criteria used in selecting Officers and Supervisors being proposed for assignment to the Contract.
- (d) a description of the methods and initiatives used to promote retention of trained and qualified staff.
- (e) photos and descriptions of uniforms that will be worn by security officers assigned to work under this Contract. Uniform details should include:
 - (i) Men's and Women's Military and Business style uniforms;
 - (ii) Seasonal wear;
 - (iii) Footwear;
 - (iv) Equipment belts;
 - (v) Equipment that will be worn on an "as required" basis e.g. protective vests, hats, etc.
- (f) provide copies (examples) of the reports that security officers are required to complete as part of their duties. This should include but not be limited to:
 - (i) Note Books;
 - (ii) Occurrence Reports;
 - (iii) Incident Logs.
- (g) information regarding the company's process and procedures for:
 - (i) Report filing and maintenance;
 - (ii) Reports to location managers;
 - (iii) Reports to organization managers.
- (h) a description of the Company's approach to Total Quality Management as it pertains to administrative controls, compliance with contracts and processes to monitor security services. The information should contain but not be limited to:
 - (i) Quality assurance;
 - (ii) Contract administration;
 - (iii) Audits;
 - (iv) Management inspection programs;
 - (v) Conduct and job performance standards;
 - (vi) Corrective action planning;
 - (vii) Follow-up reporting.
- (i) an explanation of any value added features or programs not outlined elsewhere in the Proposal which are offered to enhance the firm's ability to effectively manage this Contract.
- (j) a transition for implementation should your firm be awarded a Contract for this work. Plan is to include tasks and timeframes.
- (k) at least five (5) references in which your company currently provides security services. These references are to be similar in scope of work, facility size and profile and service hours. Reference information should include:
 - (i) Company Name;
 - (ii) Company address;
 - (iii) Name and contact information of the referenced Company's Contract Administrator;
 - (iv) Reference checks to confirm information provided may not be restricted to only those submitted by the Bidder, and may include organizations representing Persons, known to have done business with the Bidder.

B13. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B13.1 Proposals will not be opened publicly.

B13.2 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/debar.stm>

B13.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B13.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his submission upon written request to the Contract Administrator.

B14. IRREVOCABLE OFFER

B14.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Proposal.

B14.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 9 of Form A: Proposal.

B15. WITHDRAWAL OF OFFERS

B15.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B15.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B15.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 10 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B15.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

(a) retain the Proposal until after the Submission Deadline has elapsed;

(b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 10 of Form A: Proposal; and

(c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Proposal withdrawn.

B15.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B14.2 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.

B16. INTERVIEWS

B16.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

B17. NEGOTIATIONS

- B17.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B17.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.
- B17.3 If, in the course of negotiations pursuant to B17.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Bidder from the Proposal as originally submitted.

B18. EVALUATION OF PROPOSALS

- B18.1 Award of the Contract shall be based on the following evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom:
 - (i) mandatory requirements (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11:
 - (i) mandatory qualifications (pass/fail);
 - (c) Technical Plan (60%);
 - (d) Total Bid Price (40%);
 - (e) economic analysis of any approved alternative pursuant to B7.
- B18.2 Further to B18.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B18.3 Further to B18.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal or in other information required to be submitted, that he is responsible and qualified.
- B18.4 Further to B18.1(c), Technical Plan shall be evaluated considering the content and comprehensiveness of the response to B12.
- B18.5 Further to B18.1(d), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B19. AWARD OF CONTRACT

- B19.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B19.2 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 Proposals are determined to be responsive.
- B19.2.1 Without limiting the generality of B19.2, 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 Proposal is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B19.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.

B19.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Proposal upon written request to the Contract Administrator.

B19.4 Notwithstanding C4 and Paragraph 5 of Form A; Proposal, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B19.5 The Contract Documents, as defined in C1.1 (n) (ii), 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~~C0.2.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm

~~C0.1.2~~C0.2.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix "C" designates a section, clause or subclause in the *General Conditions for Supply of Services*

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist the provision of security service uniformed officers for Millennium Library from the date of award until December 31, 2012, with the option of three (3) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within ninety (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

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

D2.2 The Work to be done under this contract is for the Millennium Library (Building inside and outside, the Park and the Skywalk).

D2.2.1 Shall consist of one (1) Security Supervisor and three (1) Security Officer.

(a) Library Guards: shall start at 8:45 a.m. until 9:30 p.m. (Monday to Thursday); shall start at 8:45 a.m. until 6:30 p.m. (Friday); shall start at 10:00 a.m. until 6:30 p.m. (Saturday); shall start at 12:45 p.m. until 5:30 p.m. (Sunday), for three hundred and sixty-five (365) Days, excluding holidays;

(b) Skywalk Guard: shall start a 6:45 a.m. until 1:00 a.m., (7) days a week. for three hundred and sixty-four (364) Days;

(c) should temporary help be required it shall start as requested by the Contract Administrator. This will apply for all meeting and special events. During this meeting the Contract Administrator will advise the Supervisor of the City requirements.

(d) ***At no time during the above work hours is the desk to be vacant.***

D2.3 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or 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. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Ed Cuddy

Administrative Coordinator

Telephone No. (204) 986 - 6415

Facsimile No. (204) 942 - 5671

D3.2 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.

D4. CONTRACTOR'S SUPERVISOR

- D4.1 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.
- D4.2 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.
- D4.2.1 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.

D5. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

- D5.1 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.
- D5.2 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.
- D5.3 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.

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
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. SAFE WORK PLAN

- D8.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) 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.
- D8.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg,

Corporate Finance, Materials Management Division website at
<http://www.winnipeg.ca/matmgt/safety/default.stm>

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) 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;
 - (b) maintain and pay for an Employee Dishonesty Bond in an amount of not less than ten thousand dollars (\$10,000.00) covering all of the Contractor's employees, agents, and subcontractors involved in providing the services, for any direct loss of money or other property caused by a fraudulent or dishonest act, or acts, of the Contractor, Contractor's employees, agents or subcontractors. The Contractor is to provide a certified true copy of the bond, satisfactory to the Contract Administrator, prior to commencement of Work.
- D9.2 Deductibles shall be borne by the Contractor.
- D9.3 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.
- D9.4 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.
- D9.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D10. PERFORMANCE SECURITY

- D10.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifteen percent (15%) of the Contract Price; or
 - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifteen percent (15%) of the Contract Price; or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifteen percent (15%) of the Contract Price.
- D10.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.
- D10.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award and prior to the commencement of any Work on the Site.

CONTROL OF WORK

D11. COMMENCEMENT

- D11.1 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.
- D11.2 The Contractor shall not commence any Work on the Site until:
- (i) evidence of the workers compensation coverage specified in C6.15;
 - (ii) evidence of authority to carry on business specified in D7;
 - (iii) evidence of the workers compensation coverage specified in C6.14;
 - (iv) the Safe Work Plan specified in D8;
 - (v) evidence of the insurance specified in D9;
 - (vi) the performance security specified in D10.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D11.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the notice of award.

D12. LIQUIDATED DAMAGES

- D12.1 If the Contractor fails to provide Services for any shift identified in D2.2, for a Security Supervisor or a Security Officer, in accordance with the Contract, the Contractor shall pay the City two hundred and fifty hundred dollars (\$ 250.00) per shift to a maximum of seven hundred and fifty dollars (\$750.00) per day for each day.
- D12.2 The amount specified for liquidated damages in D12.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not perform the Services in accordance with the Contract.
- D12.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D13. RECORDING EQUIPMENT

- D13.1 The Contractor shall provide a Tour-Pro Guard System complete with software (Morse Watchman) or an equivalent with the following features:
- (a) the system shall contain a minimum of six (6) to twelve (12) recording check points with a mobile hand held wand reader coded for each location;
 - (b) the hand held wand shall be shock and water resistant, and operate in temperatures from - 20° to + 140° F;
 - (c) download the site information from the data recorders for each location and send the information to the Contract Administrator as indicated in D3.1;
 - (d) shall be capable of generate reports that are sent to the Contract Administrator each week on all activities from each location.
- D13.2 The contract shall supply the recording devices for each location, as well as install them as shown by the Contract Administrator or his/her designate.

D14. ORDERS

- D14.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D15. RECORDS

- D15.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D15.2 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);
 - (d) description and quantity of services provided.
- D15.3 The Contractor shall provide the Contract Administrator with a copy of the usage records for each year within thirty (30) Calendar Days of the end of year one (1) and within thirty (30) Calendar Days at the end of any Contract extension period should the Contract be extended

MEASUREMENT AND PAYMENT

D16. INVOICES

- D16.1 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
- D16.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) date of location;
 - (i) skywalk,
 - (ii) library complex.
 - (c) delivery address;
 - (d) type and quantity of goods delivered;
 - (e) the amount payable with GST and MRST shown as separate amounts;
 - (f) the Contractor's GST registration number.
- D16.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D17. PAYMENT

- D17.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D17.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D18. WARRANTY

- D18.1 Further to C12, the Warranty period will be two months (2) and the end of the contract or any extension period.

FORM H1: PERFORMANCE BOND
(See D10)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

RFP NO. 67-2012

PROVISION OF SECURITY SERVICES UNIFORMED OFFICERS – MILLENNIUM LIBRARY

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

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

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

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

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

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

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D10)

(Date)

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

RE: PERFORMANCE SECURITY – RFP NO. 67-2012

PROVISION OF SECURITY SERVICES UNIFORMED OFFICERS – MILLENNIUM LIBRARY

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

(Name of Contractor)

(Address of Contractor)

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

_____ Canadian dollars.

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

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

Partial drawings are permitted.

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

(Address)

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

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

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

(Date)

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

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

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7.

E2. SERVICES

- E2.1 The Contractor shall perform security services in accordance with the requirements hereinafter specified.
- E2.2 The Site hereby identified as the Millennium Library 251 Donald Street, requires foot roving patrol and fixed post security service for:
- (a) Library Building complex;
 - (b) Library Park;
 - (c) Skywalk.
- E2.3 The Site Coordinator and contact person is the **Administrative Coordinator at (204) 986 - 6416**. This person shall be the liaison between the Contractor and Contract Administrator.
- E2.4 Site emergencies shall be reported to the Central Control Office at 986-2382 or **911** and the Contractor's Control Office. Site specific requirements will be reviewed and updated as necessary by the Site Coordinator or designated representative.
- E2.5 The location will require CCTV surveillance from the Security Office and roving foot patrol of the Complex.
- E2.6 The security guard will be required to complete daily reports and incident reports on Contractor supplied forms.
- E2.7 Site training and orientation will be provided by the Contract Administrator or his designate.
- E2.8 No prior interview screening of the security guard(s) by the City will be required.
- E2.9 The security guard will be working extensively with CCTV equipment.
- E2.9.1 Work schedule and duties are as follows:
- (a) provide CCTV surveillance and foot patrols of each floor of Millennium Library and Skywalk during hours of operation.
 - (b) provide security service during scheduled and impromptu media events held at site;
 - (c) assist Police, Emergency personnel and the public when required;
 - (d) maintain liaison with Downtown Biz, Winnipeg Police Service (WPS), Cadets and other organizations relevant to downtown security;
 - (e) lock and unlock doors, elevators, escalators, wheelchair lifts, etc. as per Post Orders that will be supplied to the Contractor;
 - (f) shall enforce all City of Winnipeg's policies;
 - (g) maintains log sheets on unusual occurrences such as: malfunctioning of mechanical equipment, damage to building contents, fire, problems with public etc. Copies of all log sheets must be submitted to the Building Service Supervisor once per week;

- (h) any other duties that may be assigned from time to time by the which are related to the security requirements of these premises.
- E2.10 The Work schedule, duties and shift hours identified in the aforementioned specifications reflect the known requirements at the time this document was prepared. It is expected that the schedule and duties will occur within these approximate limits however, the City with written notification to the Contractor, reserves the right to revise/alter/delete schedules and duties to reflect changes in the Work environment and/or budget restrictions. For the purpose of evaluation of the "Total Contract Value", the above shift hour information will be used.
- E2.11 The Contractor shall provide appropriate and necessary management/supervision of all Contractor employees for the site and shall be solely responsible for instituting and invoking disciplinary actions in the event that an employee has been found to be not in compliance with the Contractor's policies and regulations.
- (a) The Contractor, in conjunction with Contract Administrator (Library Services Division), will develop a comprehensive set of Post Orders. Post Orders will document both general procedures as well as site specific responsibilities.
 - (b) Post Orders shall be prepared prior to the commencement of the Contract and must be reviewed and approved by Contract Administrator (Library Services Division) within fourteen (14) days from commencement of the Contractor's services.
 - (c) All Security Officers will be required to read and verify that they understand the Post Orders.
 - (d) The Contractor shall ensure hiring, training and administration of motivated professional employees that meet or exceed both the Contractor's and the Contract Administrator standards.
 - (e) Security Officers / Supervisors are prohibited from carrying weapons of any kind, including but not limited to:
 - (i) Firearms;
 - (ii) Nightsticks;
 - (iii) Handcuff;
 - (iv) Martial Arts Weapons/Equipment;
 - (v) Batons;
 - (vi) Chemical Spray Agents/Liquids.
- E2.12 The Contractor shall provide Security Officers / Supervisor who are fluent in English. If the Contractor has bilingual Officers they may be called upon.
- E2.13 The Contractor shall agree to remove any Security Officer / Supervisor from the site deemed to be unsatisfactory or undesirable as determined by the Contract Administrator or his/her designate.
- E2.14 The Contractor shall respond as necessary to accommodate additional duty hours as may be requested by the Contract Administrator or his/her designate as shown in D2.2.
- E3. EMPLOYEE BEHAVIOUR AND SUPERVISION**
- E3.1 The Contractor shall provide adequate supervision of its employees and shall ensure that all such employees conduct themselves in a manner appropriate to people and shall without limitation ensure that employees:
- (a) behave in a courteous and polite manner (no profanity or excess noise) to City staff and other personnel;
 - (b) do not smoke within a City facility
 - (c) obey all posted safety rules;

- (d) leave all furnishings, equipment etc. moved during the inspection and testing, in an "as found" condition at the completion of the work;
- (e) use their own radio(s) or telephones or cellular telephones necessary for on site communication;
- (f) when employees are in the facility, that it is kept secure from entry by unauthorized persons.

E3.2 The Contractor and his employees are prohibited from entering the premises of any location other than to perform the Work of this contract unless accompanied by plant staff. The Contractor or his personnel will not be allowed to operate equipment other than described in this contract. No one other than the Contractor and his driver or helper shall be allowed on the City of Winnipeg owned property.

E4. UNIFORMS, APPEARANCE AND PERSONAL SUPPLIES

E4.1 All security guards / supervisors, provided under this Contract, shall be uniformed guards and the style of uniform will be dictated by the requirements of each Site.

E4.2 Uniforms shall identify the Contractors name and / or logo. Security guards must have a laminated photo identification badge, which shall be visible at all times. All security guards must be fully and properly uniformed while on duty. The Contractor shall have a procedure in place to ensure on-duty guard(s) / supervisor(s) uniforms meet the following minimum standards:

- (a) Uniforms shall be available in both business style and military style;
- (b) Business style uniform shall include:
 - (i) White/Blue shirt;
 - (ii) Tie;
 - (iii) Solid colour trousers or skirt;
 - (iv) Solid colour blazer;
 - (v) Parka;
 - (vi) Black polished shoes.
- (c) Military style uniform shall include:
 - (i) White shirt;
 - (ii) Solid colour tie;
 - (iii) Solid colour trousers;
 - (iv) Solid colour tunic;
 - (v) Spring or Summer jacket;
 - (vi) Parka;
 - (vii) Black polished shoes.

E4.3 Uniforms shall be well fitted, pressed, clean / tidy and odour free.

- (a) The Contractor shall ensure that security guards / supervisors are always fully and properly attired;
- (b) Shoes shall be clean and polished at all times.

E4.4 All security guards / supervisors, provided under this Contract, shall maintain a clean and professional image.

E4.5 The Contractor shall supply as a minimum, the following additional items as necessitated by each Site:

- (a) inclement (snow, sleet and rain) weather clothing and footwear for Sites requiring outside patrols;
- (b) flashlights with a maximum of three (3) cells (no flashlight extension tubes for all Sites);

- (c) forms, reports and writing materials which are not provided by the City for specific Sites;
- (d) two (2) way radio or cell phone communication systems shall not be provided.

E4.6 Earphones, ear-buds and any type of personal entertainment device that inhibits the guard(s) / supervisor(s) ability to perform the requirements of the Contract or communicate with City staff and citizens shall not be worn at any time during shifts.