



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 99-2012

**PROVISION OF SECURITY GUARD SERVICES AND MOBILE PATROL OF
VARIOUS BUILDINGS**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF SECURITY GUARD SERVICES AND MOBILE PATROL OF VARIOUS BUILDINGS

B2. SUBMISSION DEADLINE

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

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. SITE INVESTIGATION

B3.1 Further to C3.1, the Bidder may make an appointment to view the Site by contacting the Site Coordinator as shown in E14.2 and E15.2.

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

B3.3 The Bidder is responsible for determining:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the nature of the surface and subsurface conditions at the Site;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect his Bid or the performance of the Work.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B4.2 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.

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 Bid Opportunity 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 Bid Opportunity 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. ADDENDA

B5.1 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.

B5.2 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.

B5.2.1 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>

B5.2.2 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.

B5.3 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.

B6. SUBSTITUTES

B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.

B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B6.3 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.

B6.4 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.

B6.5 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.

B6.6 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.

- B6.6.1 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.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 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 B14.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.5, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B14.1(a).

B7. BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 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, to constitute a responsive Bid.
- B7.4 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.5 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 B14.1(a).
- B7.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.7 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
- B7.7.1 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.
- B7.8 If the Bid is submitted by facsimile transmission, it shall be submitted to (204) 949-1178
- B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B8. BID

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.
- B8.2 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.
- B8.2.1 If a Bid is submitted jointly by two (2) or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 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.
- B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B8.5 If a Bid 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 Bid and the Contract, when awarded, shall be both joint and several.

B9. PRICES

- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 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.
- B9.2 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.
- B9.3 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.
- B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. QUALIFICATION

B10.1 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.

B10.2 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>

B10.3 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;
- (e) 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.

B10.4 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.

B10.5 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.

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

B11.1 Bids will not be opened publicly.

B11.2 Following the Submission Deadline, the names of the Bidders and their total bid prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>.

B11.3 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>.

- B11.4 The Bidder is advised that any information contained in any Bid 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.

B12. IRREVOCABLE BID

- B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B12.2 The acceptance by the City of any Bid shall not release the Bids of the next two (2) 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.

B13. WITHDRAWAL OF BIDS

- B13.1 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.
- B13.1.1 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.
- B13.1.2 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.
- B13.1.3 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 B13.1.3(b), declare the Bid withdrawn.
- B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 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.

B14. EVALUATION OF BIDS

- B14.1 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 therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
 - (c) Total Bid Price 100%;
 - (d) economic analysis of any approved alternative pursuant to B6.
- B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

- B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.
- B14.4 Further to B14.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B14.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B14.4.2 Further to B14.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B15. AWARD OF CONTRACT

- B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B15.2 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.
- B15.2.1 Without limiting the generality of B15.2, 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.
- B15.3 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 B14.
- B15.3.1 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.
- B15.4 Notwithstanding C4.1, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B15.5 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 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
- C0.2 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 the provision of security services mobile patrols for the City of Winnipeg for the period from June 1, 2012 until May 31, 2013, with the option of four (4) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within sixty (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 June 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 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, 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) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;

(a) "**Site Coordinator**" means a person that shall be the liaison between the Contractor and the Contract Administrator and will oversee the Work to be performed for each location.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Larry Giesbrecht
Supervisor of Building Operation Services

Telephone No.: (204) 794-4423

Facsimile No.: (204) 986-2768

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. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract Notices.

D7. NOTICES

- D7.1 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 facsimile number:
- The City of Winnipeg
Chief Financial Officer
Facsimile No.: (204) 949-1174

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

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

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) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the 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 but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D9.4 The Contractor shall not cancel, materially alter, or cause 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.

CONTROL OF WORK

D10. COMMENCEMENT

D10.1 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.

D10.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the insurance specified in D9.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D11. LIQUIDATED DAMAGES

D11.1 If the Contractor fails to achieve the Work of the Contract in accordance with D2, the Contractor shall pay the City one hundred and fifty dollars (\$ 150.00) per Working Day for each and every Working Day following the day fixed herein until the Work is complete.

D11.2 The amount specified for liquidated damages in D11.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve the Work of the Contract.

D11.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D12. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D12.1 Further to C6.23, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D13. WRITTEN COMMUNICATION AND INCIDENT REPORTS

- D13.1 The Contractor must maintain complete and accurate reports to substantiate services provided. All daily and incident reports shall be left at the Site or sent via fax. A copy of any reports that are required to be completed by the Contractor, away from the Site, shall be submitted to the Site Coordinator within twenty (24) hours (unless otherwise specified) following the shift and/or incident.
- D13.2 All written reports and correspondence prepared by the Security Guard and Field Supervisors shall be in a clear and understandable format. Reports and correspondence shall be neat, using the correct spelling and legible. Written communication and reports which do not meet these requirements shall be redone at the expense of the Contractor.
- D13.3 Where required by the User, log books shall be filled out recording, but not limited to the following:
- (a) name of security guard;
 - (b) shift start time;
 - (c) incidents which occurred (if any);
 - (d) shift finishes time.
- D13.4 Various locations require the use of a recording system, locations requiring these systems shall be installed by the Contractor at the Contractor's expense.
- D13.5 Copies of the down loaded the recording for each site shall be included with all invoices.

D14. SAFETY

- D14.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.
- D14.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.
- D14.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
 - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
 - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
 - (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
 - (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
 - (f) fire hazards in or about the Work are eliminated.

D15. INSPECTION

- D15.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.
- D15.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is

not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

D16. ORDERS

D16.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D17. RECORDING EQUIPMENT

D17.1 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 five (5) 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 D4.1;
- (d) shall be capable of generate reports that are sent to the Contract Administrator each week on all activities from each location;

D17.2 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.

D17.3 At the conclusion of the Contract the equipment and software shall become the property of the City of Winnipeg.

D17.4 The Contractor shall have vehicles equipped with a Global positioning System (GPS) capable of providing instant vehicle location of the mobile unit as well as a history of the vehicle's activities. The data must be attainable for at least thirty (30) Calendar Days from the date of the activity.

D17.5 The Contractor shall provide access to the GPS systems website to the City of Winnipeg or a least provide a daily activity log report of all mobile units than must be e-mailed to the Contract Administrator D4.1.

D18. RECORDS

D18.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D18.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) user name(s) and addresses;
- (b) order date(s);
- (c) service date(s); and
- (d) description and quantity of services provided.

D18.3 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

D19. INVOICES

D19.1 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

- D19.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) date of service;
 - (c) service address or location;
 - (d) duration of service;
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Contractor's GST registration number;
 - (g) copy of patrols shall be downloaded from the locations security recording device for overnight locations or Global Positioning System (GPS) log showing drive by locations times and locations corresponding to dates on invoice.
- D19.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D19.4 Bids Submissions must be submitted to the address in B7.7.
- D20. PAYMENT**
- D20.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D20.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D21. WARRANTY

- D21.1 Warranty is as stated in C12.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

E1.1 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

E2. SERVICES

E2.1 The Contractor shall perform security services mobile patrols as indicated in E14 and E15 plus for various other City of Winnipeg facilities as directed by the Contract Administrator in accordance with the requirements hereinafter specified.

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 onsite 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 if not provided and readily available at a City Site (pay telephones will not be acceptable).
- 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.

E5. ALARM SYSTEMS AND LOCATIONS

- E5.1 Alarmed buildings owned by the City of Winnipeg are governed by by-law 4676-87 which regulates the operation of Alarm systems. Should an alarm be received by the City of Winnipeg Monitoring Company, they shall call the Control Office and they will dispatch the Security Service to answer the call as shown in (b).
 - (a) The by-law calls for the suspension of permitted systems that have more than three (3) false alarms in a six (6) month period. During the suspension period penalty charges are incurred for a false alarm. The Contractor will be contacted by the said monitoring company to dispatch a security guard to the Site that is on suspension. The Contractor will be advised of the monitoring company by the Contract Administrator.
 - (b) Upon arriving at the Site, the security service shall secure the building or call for Police assistance depending on the circumstances and previous instructions from the Site Coordinator.
 - (c) If a Site is put on suspension, the Contractor will be informed in writing by a City representative. The Contractor should be able to arrive at most Sites within City limits within a period of twenty (20) minutes of receiving the call from the monitoring company.
- E5.1.1 The cost per response call and hourly onsite rates shall be detailed on Form B: Prices and shall be priced by area.

- E5.1.2 The Site specific requirements are further clarifications and requirements to all other specifications. The Site specific requirements are a general outline of the duties and are subject to change based on the individual needs of the Site.
- E5.2 There will not normally be other City staff within the vicinity of the check.
- E5.3 Response calls will be required seven days (7) per week including Statutory and Civic holiday's and will normally occur between 4:00 p.m. and 8:00 a.m.
- E5.4 The City will supply keys to facilities as necessary.
- E5.5 The City will provide key holder lists and contact procedures for each Site that are put under alarm suspension.
- E5.6 Work schedules and duties are as follows:
- (a) upon receiving call from monitoring company, dispatch security guard to the Site within the time specified;
 - (b) upon arrival at the Site, perform a complete security check of the facility to determine cause of alarm and/or call for emergency service as necessary;
 - (c) follow procedures outlined for the Site specifically on who to contact and re-securing the Site;
 - (d) remain at Site until authorized to leave either by previous instructions, arrival of the key holder or arrival of the Winnipeg Police Service;
 - (e) complete incident report for all response calls and fax to designated City representative;
 - (f) miscellaneous related duties as assigned by the Site Coordinator(s).
- E5.7 Due to the nature of the Work, the number and locations of checks cannot be determined. Written notice will be given as new Sites are put on alarm suspension. Site locations will be added and deleted throughout the duration of the Contract.
- E6. CUSTOMER COMPLAINTS**
- E6.1 Due to the nature of the Work and exposure to the public, the City will give the Contractor written notice of any customer complaint regarding the Contractor. Complaints will be categorized by the Contract Administrator or designated City representative as:
- (a) Class 1 – alleged Security Guard behaviour, which in the sole opinion of the Contract Administrator or designated representative, constitutes a potential risk to City staff or the public.
 - (b) Class 2 – alleged Security Guard behaviour, which in the sole opinion of the Contract Administrator or designated representative, does not constitute a risk to City staff or the public.
 - (c) Class 3 – alleged failure to meet Work Site schedules.
- E6.2 The Contractor shall, immediately upon receipt of notice of a Class 1 complaint, remove the security guard from the Site. The subject security guard shall not be employed on the Site (includes all city Sites) until authorized in writing by the Contract Administrator.
- E6.3 The Contractor shall, within forty-eight (48) hours of receipt of notice of any complaint, respond in writing to the Contract Administrator identifying:
- (a) If the complaint was accurate or inaccurate;
 - (b) If accurate, the cause and the remedy for the specific problem, and the measures proposed to be made to prevent future occurrences; or
 - (c) If inaccurate, a statement of the fact as known by the Contractor.

- E6.4 If the Contractor does not or cannot respond to a Class 2 complaint in accordance with E6.1(b), the Contractor shall, within forty-eight (48) hours of receipt of notice of complaint, remove the Security Guard from the Site.
- E6.5 If the Contractor does not or cannot respond to a Class 3 complaint in accordance with E6.1(c), following a second documented occurrence of a Class 3 complaint, the Contractor shall, within forty-eight (48) hours of receipt of the second notice of complaint, remove the Security Guard from the Site.
- E6.6 The foregoing shall not in any way limit the authority of the Contract Administrator or limit other remedies available to the City under the Contract or at Law.

E7. SITE TRAINING AND ORIENTATION

- E7.1 Prior to commencement of duties at a specific Site, the security guard(s) shall be given Site training and general orientation of the facility by a department representative. The duration of Site training and orientation will vary with each City facility. Initial site training and orientation will be done at the City's expense. The Contractor shall be responsible for keeping detailed records of the Site requirements. Site training and orientation may include as a minimum:
- (a) building layouts;
 - (b) special needs of the Site;
 - (c) schedules (patrol requirements);
 - (d) knowledge of ongoing activities;
 - (e) emergency contacts and phone numbers;
 - (f) control systems (card access, keys, locks, CCTV);
 - (g) fire alarm and emergency evacuation procedures;
 - (h) City rules and policies;
 - (i) location of communication equipment;
 - (j) location of fire alarm pull stations;
 - (k) location of firefighting equipment;
 - (l) location of control rooms and shut off valves for utilities;
 - (m) exterior layouts;
 - (n) location of first aid stations;
 - (o) procedures for dealing with Winnipeg Police Service and Fire Paramedic Service;
 - (p) other applicable requirements as determined by a City representative.
- E7.1.1 Further to E7.1; any training done after the initial required training will be done at the Contractor's expense.
- E7.2 The Contractor shall ensure that security guards understand the specific Site requirements and procedures.
- E7.3 During Site training and orientation of the security guards will be given keys, which are necessary to perform their Site specific duties. Keys, while in the possession of the security guard, are the responsibility of the Contractor. The replacement of lost, misplaced or stolen keys, while in the possession of the security guard, shall be replaced at the expense of the Contractor. If, for security reasons, the facility must have the lock replaced or additional keys cut, the Contractor shall be responsible for the associated costs incurred.
- E7.4 During the term of this Contract, the security guard's knowledge of the Site is critical to the successful performance of their duties. The Contractor shall maintain, throughout the Contract, policies and procedures that are conducive to allowing long term assignments of a security guard to a City Work Site. Transfer of the security guard(s) should be kept to a minimum and

should only be done when specifically requested by the City or for reasons such as illness, vacation, retirement or promotion.

E8. CONTROL CENTRE

- E8.1 The Contractor shall have a twenty-four (24) hour, seven (7) days per week, including all statutory and Civic holidays, a control centre location manned by company representatives. Answering machines and answering services shall not be acceptable alternatives. The control centre shall be available for receiving security guard check in calls, dispatching security guards and supervisors as required dispatching City emergency contacts. The Control Centre shall have a copy of the City specifications and current work schedules. The security guard shall be provided with a cellular telephone or portable two way (2) radio by the Contractor should the security guard shall not have access to a City telephone (pay telephones are not acceptable) at a Work Site.
- E8.2 The Control Centre should be able to have dispatched mobile patrols to arrive at a site within twenty (20) minutes upon notification of an alarm from a City or a commercial alarm monitoring agency of City facilities.

E9. SECURITY FOOT PATROLS AND GUARDS

- E9.1 The site requirements are further clarifications and requirements to all other specifications. The site requirements are a general outline of the duties and are subject to change based on the individual needs of the Site.

E10. SECURITY FOOT PATROLS AND GUARDS (VARIOUS LOCATIONS)

- E10.1 The Site(s) to be determined on will be on "as required" basis for mobile patrols throughout the duration of the Contract.
- (a) The Site Coordinator and contact person will be determined at the time of the request. The Contract Administrator will assist in the coordination of "as required" site assignments. The City will provide a standardized format for making requests of the Contractor.
 - (b) The locations will require mobile patrol and surveillance service.
 - (c) The number of security guards per shift will be determined at the time of request.
 - (d) The security guard may or may not be working with other City staff in the general Work Site area.
 - (e) The shift hours will be defined at time of request.
 - (f) The Contractor will be required to provide a recording system as these locations.
 - (g) The City will supply keys for the facilities as required.
 - (h) The security guard will be required to complete daily reports and incident reports as requested on Contractor supplied forms.
 - (i) Site training and orientation will be provided by a City representative.
 - (j) The security guard will be working with or without additional equipment as identified at the time of request.
 - (k) Work schedule and duties will be determined at time of request; however the Contractor shall provide security guards, which meet all specification requirements for training, education and licensing. The Contractor should have a flexible system that can accommodate various needs of the City and rate schedules that reflect the prices bid for other locations.

E11. VEHICLES AND LICENCES (MOBILE PATROL)

- E11.1 The City of Winnipeg has specific Work Sites which will require mobile vehicle checks. The Contractor shall have security guards which possess, as a minimum a valid Class 5 driver licence.
- E11.2 The Contractor's vehicles shall be clearly identified on both sides with the Contractor's name and telephone number.
- E11.3 Vehicles shall be equipped with fully operational "two-way" radios, or the Security Guard must have a company issued cell phone in order for two (2) way communications with the mobile unit. The vehicles shall be well maintained, clean and in good mechanical/operational condition. The fleet shall be sufficient in size to meet the needs of the Contract.

E12. MOBILE PATROLS (VARIOUS LOCATIONS)

- E12.1 The Site(s) to be determined on will be on "as required" basis throughout the duration of the Contract.
- (a) The Contract Administrator will assist in the coordination of "as required" site assignments. The City will provide a standardized format for making requests of the Contractor.
 - (b) The locations will require security guards and foot patrols.
 - (c) The number of security guards will be determined at the time of request.
 - (d) The security guard may or may not be working with other City staff in the general Work Site area.
 - (e) The shift hours will be defined at time of request.
 - (f) The City will supply keys for the facilities as required.
 - (g) The security guard will be required to complete daily reports and incident reports as requested on Contractor supplied forms.
- E12.2 The Site requirements are further clarifications and requirements to all other specifications. The Site specific requirements are a general outline of the duties and are subject to change based on the individual needs of the Site. Mobile patrol check times are based on the best estimate of the City.

E13. LABOUR

- E13.1 Various Site(s) will require some work to be done on an "as required" basis throughout the duration of the Contract.
- (i) The cleaning of chutes a Library locations.

E14. MANDARIN BUILDING

- E14.1 The Site hereby identified as the Mandarin Building, located at 185 King Street, requires mobile patrol service.
- E14.2 The Site Coordinator and contact person is **Kevin McMullen at 794-8525**. This person shall be the liaison between the Contractor and the Contract Administrator. Site emergencies shall be reported to **911** and the Contractor's Control Centre. Site specific requirements will be reviewed and updated as necessary by the Site Coordinator.
- E14.3 Instruction shall be given at the time of award of Contract.

E15. TRANSIT GARAGE

- E15.1 The Site hereby identified as the Winnipeg Transit Garage, located at 1530 Main Street, requires mobile patrol service.

- E15.2 The Site Coordinator and contact person is **Tony Dreolini at 986-5774**. This person shall be the liaison between the Contractor and the Contract Administrator. Site emergencies shall be reported to **911** and the Contractor's Control Centre. Site specific requirements will be reviewed and updated as necessary by the Site Coordinator.
- E15.3 The mobile checks shall be performed as follows:
- (a) Nine (9) mobile checks to occur between 05:30 a.m. and 11:45 p.m. on Saturdays;
 - (b) Eleven (11) mobile checks to occur between 02:30 a.m. and 11:30 p.m. on Sundays;
 - (c) On the statutory holidays listed below, that don't fall on weekends, nine (9) checks shall occur between 05:30 a.m. and 11:30 p.m.
 - (i) New Year's Day;
 - (ii) Louis Riel Day;
 - (iii) Good Friday;
 - (iv) Victoria Day;
 - (v) Canada Day;
 - (vi) August Civic Holiday;
 - (vii) Labour Day;
 - (viii) Remembrance Day;
 - (ix) Thanksgiving Day;
 - (x) Christmas Day;
 - (xi) Boxing Day.
- E15.4 A mobile patrol and walk through of garage facilities is required, the City will supply keys to facilities as necessary.
- E15.5 The security guard shall perform one (1) check per day where they shall enter the building and do a walk around the garage.
- E15.6 A recording system for the interior will be required for this location.