



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 315-2017

**PROVISION OF SECURITY SERVICES FOR MOBILE PATROL OF BROOKSIDE,
ST.VITAL AND TRANSCONA CEMETERIES**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF SECURITY SERVICES FOR MOBILE PATROL OF BROOKSIDE, ST.VITAL AND TRANSCONA CEMETERIES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 16, 2017.

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 shall attend a Site meeting at Brookside cemetery from 10am to 11am on August 3rd, 2017 or 10am to 11am August 4th, 2017. Attendance 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 other two sites are wide open for viewing at any time within operating hours.

B3.3 The Bidder is advised to visit all sites as they are each a cemetery with vastly different sizes of grounds with various landscape and roadway conditions to patrol.

B3.4 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.

B3.5 The Bidder is responsible for determining:

- (a) the nature of the roadway surface conditions at the Site;
- (b) the location, nature and size of each cemetery grounds and buildings requiring to be patrolled and the number of people required to be employed in the performance of the Work;
- (c) the nature, quality or quantity of the vehicles needed to perform the Work;
- (d) all matters concerning access to each Site, and
- (e) all other matters which could in any way affect his/her Bid or the performance of the Work.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

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. 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. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity 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 Bid Opportunity, 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/she 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: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B7. SUBSTITUTES

B7.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.

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/her 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, to the Bidder who requested approval of the substitute.

B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she 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/her 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 B16.

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.

B8. BID SUBMISSION

B8.1 The Bid shall consist of the following components:

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

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 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.

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 Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B16.1(a).

B8.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.

B8.7 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

B8.7.1 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.

B8.8 If the Bid is submitted by facsimile transmission, it shall be submitted to 204 949-1178

B8.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B8.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B9. BID

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

B9.2 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/her own name, his/her 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/her 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 Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 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.

B9.4 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/her 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/her 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: Bid should be printed below such signatures.

B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

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 C11.1.3, 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 Bids.
- 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 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. DISCLOSURE

- B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B11.2 The Persons are:
- (a) N/A

B12. QUALIFICATION

- B12.1 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.
- B12.2 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>
- B12.3 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) upon request of the Contract Administrator , provide the Security Clearances in accordance with PART F - .

B12.4 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.

B12.5 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.

B13. OPENING OF BIDS AND RELEASE OF INFORMATION

B13.1 Bids will not be opened publicly.

B13.2 Following the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B13.3 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/>

B13.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B14. IRREVOCABLE BID

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

B14.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B15. WITHDRAWAL OF BIDS

B15.1 A Bidder may withdraw his/her Bid 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 Bid 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: 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.

B15.1.3 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 B15.1.3(b), declare the Bid withdrawn.

B15.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid 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. EVALUATION OF BIDS

B16.1 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 B12 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B7;

B16.2 Further to B16.1(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.

B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.

B16.4 Further to B16.1(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.

B16.4.1 Further to B16.1(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.

B16.5 This Contract will be awarded as a whole.

B17. AWARD OF CONTRACT

B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B17.2 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.

B17.2.1 Without limiting the generality of B17.2, 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.

B17.3 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 B16.

B17.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

- B17.4 Notwithstanding C4.1, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B17.5 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 of the provision of mobile security services at Brookside, St. Vital and, Transcona cemeteries for the period from September 1, 2017 until August 31, 2019, 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 ninety (90) 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 the anniversary date 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 a "scheduled" and "as required" basis during the term of the Contract.

D2.2.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.2.2 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2017.

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

D3. COOPERATIVE PURCHASE

D3.1 The Contractor is advised that this is a cooperative purchase.

D3.2 The Contract Administrator may, from time to time during the term of the Contract, may approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.

D3.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of The City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.

D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.

- D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same services;
 - (b) a participant may specify a duration of Contract shorter than the duration of this Contract;
 - (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
 - (d) any additional delivery charge identified and accepted in accordance with clause D3.4 and D3.5 will apply.
- D3.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.
- D3.8 No participant shall have the right or authority to effect a change in the contract, or of any other Participant in this Contract.

D4. DEFINITIONS

- D4.1 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.

D5. CONTRACT ADMINISTRATOR

- D5.1 The Contract Administrator is:
- Janzen O'Donnell
Cemeteries Coordinator
Telephone No. 204 794 4258
Email Address: jodonnell@winnipeg.ca
- D5.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D6. CONTRACTOR'S SUPERVISOR

- D6.1 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/her employ.
- D6.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D6.2.1 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.

D7. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D7.1 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.
- D7.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D7.3 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.
- D7.4 A Contractor who violates any provision of D7 may be determined to be in breach of Contract.

D8. NOTICES

- D8.1 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
- D8.2 **Bid Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B8.**

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

- D9.1 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.

D10. INSURANCE

- D10.1 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 applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- D10.2 Deductibles shall be borne by the Contractor.

- D10.3 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.
- D10.4 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.
- D10.5 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

D11. COMMENCEMENT

- D11.1 The Contractor shall not commence any Work until he/she 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:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D9;
 - (ii) evidence of the workers compensation coverage specified in C6.14; and
 - (iii) evidence of the insurance 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.

D12. LIQUIDATED DAMAGES

- D12.1 If the Contractor fails to achieve the Work of the Contract in accordance with D2, the Contractor shall pay the City:
- (a) one hundred (\$100.00) dollars for every missed patrol, requiring the locking/unlocking of a cemetery at the start or end of a day, per patrol;
 - (b) three hundred (\$300.00) dollars every Working Day commencing from the next scheduled patrol after the first missed patrol, until the contractor resumes patrols or a new contract is awarded;
 - (c) one hundred (\$125.00) dollars for every failed patrol, whereby public/clients of the service become locked inside the cemetery grounds and where City employee/s is/are dispatched to resolve the situation.
- 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 achieve the Work of the Contract.
- D12.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D13. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D13.1 Further to D13, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in D13.

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) pedestrian and other traffic on any cemetery road is not unduly impeded, interrupted or endangered by the operation of the contractors vehicles.

D15. ORDERS

- D15.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D16. RECORDS

- D16.1 Further to E8, the Contractor shall keep detailed records of the services supplied under the Contract.
- D16.2 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.
- D16.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D17. INVOICES

- D17.1 Further to C11, the Contractor shall submit , 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
- D17.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of work performed including reference to any incident patrol reports or additional duties performed under E8 and E10;
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Contractor's GST registration number.

D17.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D17.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B8.**

D18. PAYMENT

D18.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D18.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D19. WARRANTY

D19.1 Notwithstanding C12, Warranty does not apply to this Contract.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 The following grounds maps are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
BRK 1	Brookside Cemetery
STV 1	St Vital Cemetery
TRA 1	Transcona Cemetery

E2. SERVICES SPECIFICATIONS

E2.1 These Specifications of services shall apply to the Work.

E3. MOBILE PATROL

The Contractor shall perform mobile security patrol services at the three City of Winnipeg cemeteries known as:

- a) Brookside Cemetery, located at 3001 Notre Dame Avenue;
- b) St Vital Cemetery, located at 236 River Road;
- c) Transcona Cemetery, located at 5014 Dugald Road at the junction with the Perimeter highway;

in accordance with the requirements hereinafter specified.

E3.1 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7.

E4. SITE TRAINING AND ORIENTATION

E4.1 Prior to commencement of duties, the security guard(s) shall be given Site training and general orientation at each of the cemeteries and their facilities by the Contract Administrator or a City representative. The duration of Site training and orientation will vary with each cemetery 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 and schedules of public events;
- (e) emergency contacts and phone numbers;
- (f) control systems (card access, keys, locks, CCTV);
- (g) The Cemeteries By-laws and Rules and Regulations
- (h) location of firefighting equipment;
- (i) location of shut off valves for utilities;
- (j) Cemetery grounds layouts and the agreeing of routes for patrols;
- (k) procedures for dealing with Winnipeg Police Service;
- (l) other applicable requirements as determined by the Contract Administrator.

- E4.1.1 Further to E4.1; any training done after the initial required training will be done at the Contractor's expense.
- E4.2 The Contractor shall ensure that security guards understand the Site specific requirements and procedures.
- E4.3 During site training and orientation the security guards will be provided keys, 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. Replacement keys are only available through the Contract Administrator.
- E4.4 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.

E5. EMPLOYEE BEHAVIOUR AND SUPERVISION

- E5.1 The Contractor shall provide adequate supervision of its employees and shall ensure that all such employees conduct themselves in an appropriate manner and shall without limitation ensure that employees:
- (a) behave in a courteous and polite manner (no profanity or excess noise) to City staff, other personnel and public in the cemetery grounds;
 - (b) do not smoke within a City facility, including the cemetery grounds;
 - (c) obey all posted safety rules and cemetery rules and regulations applicable to being in the cemetery grounds;
 - (d) use their own radio(s) or telephones or cellphones necessary for onsite communication;
 - (e) when in a building or compound facility, ensure that it is kept secure from entry by unauthorized persons.
 - (f) use politeness and empathy when dealing with visitors in the cemetery grounds, respecting the nature/reason for most clients visit to the Site.
- E5.2 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 City 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.

E6. UNIFORMS, APPEARANCE AND PERSONAL SUPPLIES

- E6.1 All security guards / supervisors, provided under this Contract, shall be uniformed guards.
- E6.2 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 well fitted, pressed, clean / tidy, odour free and provide a professional image, style shall be in either business or military:
 - (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 footwear.
- (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 footwear.

E6.3 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 suitable for outdoor working;
- (b) flashlights with a maximum of three (3) cells;
- (c) equipment and/or writing materials for recording incidents and timings of patrols;
- (d) two (2) way radio or cell phone communication systems.

E6.4 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.

E7. VEHICLES AND LICENCES (MOBILE PATROL)

E7.1 The cemeteries Work Sites will require mobile vehicle patrol checks. The Contractor shall have security guards which possess, as a minimum, a valid Class 5 driver licence. The Contractor's vehicles shall be clearly identified on both sides with the Contractor's name and telephone number. Vehicles shall be equipped with fully operational communication devices. The vehicles shall be maintained, clean and in good mechanical/operational condition. The fleet shall be sufficient in size to meet the needs of the Contract, including the need to operate in inclement weather and winter driving conditions.

E8. CONTROL CENTRE AND REPORTING

E8.1 The Contractor shall have a twenty-four (24) hour, seven (7) days per week, including all statutory and Civic holidays, control centre 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 and dispatching City emergency contacts. The Control Centre shall maintain a copy of these City specifications and current work schedules.

E8.2 Upon notification of an alarm from a City User, or the City's commercial alarm monitoring agency, the Contractor's Control Centre shall dispatch mobile patrols within the following designated times of receiving a call, to complete an emergency Site security check in accordance with E10:

- (a) Brookside and St Vital cemeteries within a period of twenty (20) minutes;
- (b) Transcona Cemetery within a period of thirty (30) minutes;

E8.3 The Contractor must maintain complete and accurate reports to substantiate services provided. All daily and incident reports shall be provided as per E8.5 and E10

- E8.4 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.
- E8.5 All reports shall be filled out recording, but not limited to the following:
- (a) name of security guard;
 - (b) Site specific street address;
 - (c) Location within Site for incident;
 - (d) patrol start time;
 - (e) incidents which occurred (if any), including full description and details/explanation of incident;
 - (f) patrol finish time.
- E8.6 The installing of any GPS recording equipment/system as per E9.8 requirements for contracted Sites requires the permission of the Contract Administrator. All installation work and costs associated with installation and use of such systems shall be at the Contractor's expense.
- E9. ROUTINE MOBILE PATROL DUTIES**
- E9.1 The Work schedule, duties and checks identified in the following specifications are a general outline reflecting 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 mobile patrol check times and duties, to reflect the needs of the Work environment and/or budget restrictions.
- E9.2 The minimum number of security guards per patrol or emergency check is one (1).
- E9.3 There will not normally be other City staff within the vicinity of the patrol or check.
- E9.4 The Contractor will be working in close contact with the public and due to the nature of clients visits to the cemetery, will need to use tact and understanding.
- E9.5 Alarms, Emergency patrols or Incidents shall be dealt with as provided in E10
- E9.6 A mobile patrol through each Site to encompass visibility of the entire Site and to include:
- a) an external secure check of all offices and service buildings, compound gates;
 - b) an external check of all visible Site perimeter fencing;
 - c) where specified; the locking/unlocking of each Site entrances at start and end of day patrols, two entrances at Brookside and Transcona cemeteries, St Vital has two entrances (one on River Rd, one on St Michael's Rd);
 - d) escorting, supervising all members of the public to ensure their safe exit from the site, prior to locking the Site gates;
 - e) identified/found Site emergencies shall be coordinated and reported as per requirements in E10.6;
 - f) miscellaneous related duties as assigned by the Site Coordinator or their designate.
- E9.7 Mobile patrols should take between approximately fifteen (15) and thirty (30) minutes per site. The internal roadway area within Brookside Cemetery only is approximately ten (10) kilometres.
- E9.8 A (GPS) recording system will be required for all Site locations to demonstrate evidence of completed patrols, to all areas of cemetery grounds; suggested check in locations in each Site for patrols will be agreed at the pre contract meeting.

E9.9 The routine mobile patrols are performed as follows:

BROOKSIDE CEMETERY

- (a) Monday to Friday:
 - (i) One (1) mobile patrol and locking of gates at 6:00 pm. (March 1st until April 30th)
 - (ii) One (1) mobile patrol and locking of gates at 9:00 pm. (May 1st until September 30th)
 - (iii) One (1) mobile patrol and locking of gates at 6:00 pm. (October 1st until October 31st)
 - (iv) One (1) mobile patrol three hours after closing of gates (April 1st until November 30th)
- (b) Saturday, Sunday, Statutory and Civic holidays
 - (i) One (1) mobile patrol and unlocking of gates at 8:00 am.
 - (ii) One (1) mobile patrol and locking of gates at 4:30 pm. (November 1st until February 28th)
 - (iii) One (1) mobile patrol and locking of gates at 6:00 pm. (March 1st until April 30th)
 - (iv) One (1) mobile patrol at 2:00pm. (May 1st until September 30th)
 - (v) One (1) mobile patrol and locking of gates at 9:00 pm. (May 1st until September 30th)
 - (vi) One (1) mobile patrol and locking of gates at 6:00 pm. (October 1st until October 31st)
 - (vii) One (1) mobile patrol three hours after locking of gates (April 1st until November 30th)

TRANSCONA CEMETERY

- (c) Monday to Friday:
 - (i) One (1) patrol and unlocking of gates at 8:00 am. One (1) mobile patrol and locking of gates at 4:30 pm. (November 1st until February 28th)
 - (ii) One (1) mobile patrol and locking of gates at 6:00 pm. (March 1st until April 30th)
 - (iii) One (1) mobile patrol and locking of gates at 9:00 pm. (May 1st until September 30th)
 - (iv) One (1) mobile patrol and locking of gates at 6:00 pm. (October 1st until October 31st)
- (d) Saturday, Sunday, Statutory and Civic holidays
 - (i) As per Monday to Friday plus;
 - (ii) One (1) mobile patrol at 2:00pm. (May 1st until September 30th)

ST VITAL CEMETERY

- (e) Monday to Friday:
 - (i) One (1) mobile patrol and locking of gates at 6:00 pm. (March 1st until April 30th)
 - (ii) One (1) mobile patrol and locking of gates at 9:00 pm. (May 1st until September 30th)
 - (iii) One (1) mobile patrol and locking of gates at 6:00 pm. (October 1st until October 31st)
 - (iv) One (1) mobile patrol four hours after closing of gates (May 1st until September 30th)
- (f) Saturday, Sunday, Statutory and Civic holidays
 - (i) As per Monday to Friday plus;
 - (ii) One (1) patrol and unlocking of gates at 8:00 am.
 - (iii) One (1) mobile patrol at 2:00pm. (May 1st until September 30th)
 - (iv) One (1) mobile patrol and locking of gates at 4:30 pm. (November 1st until February 28th)
 - (v) One (1) mobile patrol four hours after closing of gates (May 1st until September 30th)

- E9.10 All mobile patrol times are subject to daily/weekly changes due to weather/grounds conditions and possibility of events being held in the cemetery grounds. The number of mobile patrols may be increased or decreased at the City discretion and in accordance with needs of service.
- E9.11 The Site Manager is Jane Saxby and the Coordinator (Contract Administrator) is Janzen O'Donnell, these persons are the site key holders. Janzen O'Donnell at 204-794-4258 shall be the City main liaison with the Contractor during office hours.
- E9.12 Patrol log reports or evidence of patrols and checks are required to be submitted monthly with invoices, for all routine patrols. Logs/reports that contain information concerning an incident or occurrence must be submitted by email as per section E10.5 and E10.6

E10. ALARM SYSTEMS AND EMERGENCY CALLS OR INCIDENTS

- E10.1 Alarmed buildings owned by the City of Winnipeg are governed by By-Law 4676-87 which regulates the operation of Alarm systems. The Contractor will be advised of the various cemeteries buildings alarm systems and the applicable monitoring company/s by the Contract Administrator at the pre contract meeting.
- E10.2 The Contractor shall have security guards capable of working with such alarm systems.
- E10.3 Emergency Work schedules and duties are as follows:
- (a) Emergency response calls will be required seven days (7) per week including Statutory and Civic holiday's and will normally occur between:
 - (i) 4:30 pm. and 7:30 am. Monday to Friday;
 - (ii) 4:30pm Friday to 7:30am Monday on weekends;
 - (iii) 24 hours on Civic and Statutory holidays.
- E10.4 Should an alarm be received by the City of Winnipeg Monitoring Company, they shall call the Security Service requesting the dispatch of a guard to investigate the site burglar alarm call as follows:
- (a) upon receiving call from monitoring company, dispatch security guard to the Site within the time specified in E8.2;
 - (b) upon arriving at the Site, the security service shall perform a complete security check of the facility to determine cause of alarm;
 - (c) security service shall secure the facility building or compound area where possible and where there is no evidence of a crime scene.
 - (d) call for Police assistance where circumstances/scene evidences the need for police assistance.
 - (e) where Police assistance is called for, contact the on duty key holder for additional instruction of action/s to be taken; a schedule of on duty key holder contact information will be provided by the Contract Administrator monthly.
 - (f) remain at Site until authorized to leave either by previous instructions, arrival of the key holder or arrival of the Winnipeg Police Service;
- E10.5 Complete an incident report for all emergency response calls and fax/email one copy to the Contract Administrator and one copy to the Cemeteries Branch generic email address: ppd-cemeteries@winnipeg.ca the day following the emergency incident day.
- E10.6 For all incidents identified during a routine patrol and not requiring immediate Police or Contract Administrator action; fax/email one copy of an incident report to the Contract Administrator and one copy to the Cemeteries Branch generic email address: ppd-cemeteries@winnipeg.ca the following work day, by 10am.

E11. CUSTOMER COMPLAINTS

- E11.1 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 City 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 City representative, does not constitute a risk to City staff or the public.
 - (c) Class 3 – alleged failure to meet Work Site schedules.
- E11.2 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 cemetery sites.) until authorized in writing by the Contract Administrator.
- E11.3 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; and
 - (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.
- E11.4 If the Contractor does not or cannot respond to a Class 2 complaint in accordance with E11.1(b), the Contractor shall, within forty-eight (48) hours of receipt of notice of complaint, remove the Security Guard from the Site.
- E11.5 If the Contractor does not or cannot respond to a Class 3 complaint in accordance with E11.1(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.
- E11.6 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.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at his/her place of residence; or
 - (b) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>.
- F1.2 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.3 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.4 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work.