



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 470-2017**

**PROVISION OF FOOT PATROLS**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF FOOT PATROLS

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, June 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 for each location. Attendance is mandatory, and the Bid of any Bidder not having attended will be rejected on the basis that it is non-responsive. Site Meetings shall be on either of the following dates, for the following locations:

(a) From 9:00 a.m. to 1:30 p.m. on **June 7, 2017**; or

(b) From 9:00 a.m. to 1:30 p.m. on **June 9, 2017**

(i)	Transcona Pool	1101 Wabasha St.	9:00 am
(ii)	Kildonan Park Pool	2015 Main St.	9:30 am
(iii)	Freighthouse Pool	200 Isabel St.	10:00 am
(iv)	Provencher Pool	590 Langevin St.	10:30 am
(v)	Happyland Pool	520 Marion St.	11:00 am
(vi)	Windsor Park Pool	333 Spears Rd.	11:30 am
(vii)	St.Vital Pool	5 des Meurons St.	12:00 pm
(viii)	Norwood Pool	10 Cromwell St.	12:30 pm
(ix)	Lions Pool	969 Dowker St.	1:00 pm
(x)	Westdale Pool	550 Dale Blvd.	1:30pm

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

B3.3 The Bidder is responsible for determining 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 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. 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) 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;
  - (i) 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.
  - (ii) Security Guards must be cleared for :
    - (i) Vulnerable Sector Search; and
    - (ii) Criminal Record Check; and
    - (iii) Child Abuse Registry.

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;
  - (e) costs to the City of administering multiple contracts.
- 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](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 foot patrols for the period from August 1, 2017 until July 31, 2018, with the option of three (3) mutually agreed upon one (1 ) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within ninety (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 an "as required" basis during the term of the Contract.

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

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

D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 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. 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;
- (b) "**As Required**" means according to need;
- (c) "**Scheduled**" means included in or planned according to the schedule frequency identified in this Bid Opportunity document.

#### D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Mr. Todd McDonald  
Supervisor of Building Operation Services  
Municipal Accommodations Division

Telephone No. 204 226-2093

Email Address: tmcDonald@winnipeg.ca

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/her employ.

D5.2 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.

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.

#### **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

D7.2 **Bid Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B8.**

#### **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 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;

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/she 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; and
  - (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. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

D12.1 Further to **Error! Reference source not found.**, 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 **Error! Reference source not found.**

## **D13. SAFETY**

D13.1 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.

D13.2 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.

D13.3 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;

## **D14. ORDERS**

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

## **D15. RECORDS**

D15.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D15.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

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

D15.3 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**

### **D16. INVOICES**

D16.1 Further to C11, the Contractor shall submit an invoice for each portion of work performed delivered to:

The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9

Facsimile No.: 204 949-0864  
Email: [CityWpgAP@winnipeg.ca](mailto:CityWpgAP@winnipeg.ca)



D16.2 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;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D16.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D16.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B8.**

#### **D17. PAYMENT**

D17.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D17.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

#### **D18. PURCHASING CARD**

D18.1 The Contractor shall allow Users to charge items to their purchasing cards at no extra cost.

D18.2 The Contractor's credit card website/gateway shall have appropriate current Payment Card Industry Data Security standards (PCI DSS) certification, (<https://www.pcisecuritystandards.org/index.shtml> ). The credit card gateway shall meet the credit card data security requirements outlined by the Payment Card Industry Security Standards Council (PCI SSC) for service providers and/or software vendors.

#### **WARRANTY**

##### **D19. WARRANTY**

D19.1 Warranty is as stated in C12.

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS AND DRAWINGS**

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7.
- E1.3 Notwithstanding all other requirements, Security Service personnel for the Work of this Contract shall be cleared for the requirements noted in B12.3(d)(i).

#### **E2. SERVICES**

- E2.1 The Contractor shall perform foot patrol security services for outdoor pools in accordance with the requirements hereinafter specified. Seasonal periods are subject to weather conditions and specific start and stop dates will be determined by the Site Coordinators
- E2.2 During the term of this Contract, the security guard's knowledge of the Site is critical to the successful performance of their duties. Throughout the Contract, the Contractor shall maintain policies and procedures that are conducive to allowing long term assignments of a security guard to a City Work Site.
- (a) Transfer of security guard(s) should be kept to a minimum and should only be done when specifically requested by the Contract Administrator or designate for reasons such as illness, vacation, retirement or promotion.

#### **E3. EXTRA LOCATIONS (PATROLS)**

- E3.1 Further to D2.2, additional Sites for foot patrols may be required and shall be determined on an "as required basis".
- (a) The Site Coordinator and contact person will be determined at the time of any new site being added to the Work.

#### **E4. EMPLOYEE BEHAVIOUR AND SUPERVISION**

- E4.1 The Contractor shall provide adequate supervision of its employees and shall ensure that all such employees conduct themselves in a manner appropriate to a business setting, City of Winnipeg personnel and the general public, and shall without limitation ensure that employees:
- (a) behave in a courteous and polite manner (no profanity or excess noise) ;
- (b) no smoking within a City facility and complying with all City of Winnipeg No Smoking By-laws;
- (c) obey all posted safety rules;
- (d) restore all furnishings, equipment etc. (moved during the inspection and testing) to it's original placement.
- (e) use their own radio(s) or telephones or cellular telephones necessary for onsite communication;
- (f) keep the site they are patrolling secure from entry by unauthorized persons.
- E4.2 The Contractor and its employees are prohibited from entering the premises of any location other than to perform the Work of this contract unless accompanied by City of Winnipeg 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 personnel ~~driver or helper~~ shall be allowed on the site during the performance of the Work.

## **E5. PERSONNEL UNIFORMS, APPEARANCE AND SUPPLIES**

- E5.1 All security guards / supervisors, provided under this Contract, shall maintain a clean and professional image.
- E5.2 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 shift.**
- E5.3 The Contractor shall ensure that security guards / supervisors are always fully and properly attired. All security guards / supervisors provided under this Contract, shall be uniformed guards and the style of uniform shall include the following:
- (a) Uniforms shall identify the Contractors name and / or logo.
  - (b) Security guards must have a laminated photo identification badge, which shall be visible at all times.
  - (c) Uniforms shall be well fitted, pressed, clean / tidy and odour free.
  - (d) Shoes shall be clean and polished at all times.
- E5.3.1 The Contractor shall have a procedure in place to ensure on-duty guard(s) / supervisor(s) uniforms meet the following minimum standards. Uniforms shall be available in both business style and military style;
- (a) 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.
  - (b) 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.
- E5.4 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 for specific Sites, which are not provided by the City.
  - (d) two (2) way radio or cell phone communication systems if not provided and readily available for the Work (pay telephones will not be acceptable).

## **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.
- E6.1.1 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.
- E6.1.2 The Contractor shall, within forty-eight (48) hours of receipt of notice of any complaint, respond in writing to the Contract Administrator identifying:
- (i) If the complaint was accurate or inaccurate; and
  - (ii) If accurate, the cause and the remedy for the specific problem, and the measures proposed to be made to prevent future occurrences; or
  - (iii) If inaccurate, a statement of the fact as known by the Contractor.
- E6.1.3 If the Contractor does not or cannot respond to a Class 2 complaint in accordance with (b), the Contractor shall, within forty-eight (48) hours of receipt of notice of complaint, remove the Security Guard from the Site.
- E6.1.4 If the Contractor does not or cannot respond to a Class 3 complaint in accordance with (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.
- E6.2 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 the Contract Administrator or designate . The duration of Site training and orientation will vary with each site. 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.

- E7.2 Further to E7.1; any training done after the initial required training will be done at the Contractor's expense.
- E7.3 The Contractor shall be responsible for keeping detailed records of the Site requirements.
- E7.4 The Contractor shall ensure that security guards understand the Site specific requirements and procedures.
- E7.5 During Site training and orientation of the security guards will be given keys, which are necessary to perform their Site specific duties. Keys are the responsibility of the Contractor and its personnel while in their possession.
- (a) The replacement of lost, misplaced, or stolen keys (while in the possession of the security guard) shall be at the Contractor's expense. 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.

## **E8. CONTROL CENTRE**

- E8.1 The Contractor shall have a Control Centre for the Work, twenty-four (24) hours per day, seven (7) days per week, including all statutory and Civic holidays. The control centre location shall be manned by the Contractor.
- (a) Answering machines and answering services shall not be acceptable alternatives.
- (b) The control centre shall be available for receiving security guard check in calls, dispatching security guards and supervisors, and dispatching City emergency contacts as required.

## **E9. FOOT PATROLS AND SURVEILLANCE (VARIOUS LOCATIONS)**

- E9.1 The Work schedule, duties and shift hours identified in the aforementioned specifications reflect the known requirements at the time this document was prepared. It is expected that the schedule and duties will occur within these approximate limits however, the City with written notification to the Contractor, reserves the right to revise/alter/delete schedules and duties to reflect changes in the Work environment and/or budget restrictions.
- E9.2 The City will supply keys to facilities as required, log book, land line telephone, washroom facilities and report forms (City property damage and/or loss reports).
- E9.3 After pool hours, the security guard will advise persons on the premises that they are trespassing, and shall call Police if necessary; advising trespassers that Police have been notified and unauthorized persons shall be removed.

## **E9.4 TOUR-PRO GUARD SYSTEM**

- E9.4.1 Further to D15, The Contractor shall provide a Tour-Pro Guard System. The system must be approved by the Contract Administrator and shall include 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) the system shall allow for the download of site information from the data recorders (for each location) and remittance of information to the Contract Administrator.
- (d) the system shall be capable of generating reports each week on all activities from each location , which shall be sent to the Contract Administrator.
- (e) Further to D16, **a copy of the Tour-Pro Guard System data** shall be downloaded from each security recording device at all overnight shift locations, or from a Global

Positioning System log (GPS) - showing locations and times - and must be attached to the corresponding location invoice(s).

- (f) The contractor shall supply recording devices for each location, and shall install and maintain them as shown by the Contract Administrator or designate.

E9.5 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:

E9.5.1 **Kildonan Park (Outdoor) Pool:**

The Site hereby identified as Kildonan Park (outdoor) Pool and buildings is located at 2021 Main Street. The location will require a roving foot patrol of the pool area for the security of people and their protection and property. Site training and orientation will be provided by Pool Engineer . The Site Coordinator and contact person is the **Pool Foreman Adam Rankine 204.470.7780** . This person shall be the liaison between the Contractor and Contract Administrator.

- (a) Shift hours are defined as follows:
  - (i) Monday thru Sunday (7 days) (includes Civic and Stat Holidays)  
8:00 p.m. to 8:00 a.m.
- (b) The number of security guards per shift is one (1).
- (c) The security guard will not be working with other City staff in the general Work Site area.
- (d) Site emergencies shall be reported to the Central Control Office at 986-2382 or **911** and the Contractor's Control Office. Site specific requirements will be reviewed and updated as necessary by the Site Coordinator or designated representative.
- (e) **Work duties are as follows:**
  - (i) The security guard will be working with building and pool filtration mechanical equipment.
  - (ii) The use of a Swipe / Barcode (or other device acceptable to the Contract Administrator) at various locations around the perimeter and the inside of the building shall be used to ensure that tours are made.
  - (iii) The security guard will be required to complete daily reports and incident reports in a facility log book (which is supplied by the City) and which shall be signed-off by duty staff.
  - (iv) one (1) hour tour of the perimeter fencing of the pool, visually inspect the area of the pool and check for security of entire area. The use of a Swipe / Barcode (or other device acceptable to the Contract Administrator) at various locations around the perimeter and the inside of the building would ensure the tours are made.
  - (v) hourly inspections of the filter room, report machine noises, excess water (flooding) and vandalism to the Pool Engineer and/or foreman (telephone numbers will be provided);
  - (vi) advise persons on the premises, after pool hours, that they are trespassing on the Site and call Police if necessary advising trespassers that Police have been notified;
  - (vii) miscellaneous related duties as assigned by the Site Coordinator or designated representative.

E9.5.2 **St. Vital (Outdoor) Pool:**

The Site hereby identified as St. Vital (Outdoor) Pool is located at 5 Rue Des Meurons. This location will requires foot patrol of the pool and wading pool areas for the security of people and their protection and property. Site training and orientation will be provided by the Aquatic Maintenance Supervisor. The Site Coordinator and contact person is the **Pool Foreman Riaz Hussain 204.226.2089**. This person shall be the liaison between the Contractor and Contract Administrator.

- (a) Shift hours are defined as follows:
  - (i) Monday thru Sunday (includes Civic and Stat Holidays); 8:00 p.m. to 8:00 a.m.
- (b) The number of security guards per shift is one (1).
- (c) The security guard will not be working with other City staff in the general Work Site area.
- (d) Site emergencies shall be reported to the Central Control Office at 986-2382 or **911** and the Contractor's Control Office. Site specific requirements will be reviewed and updated as necessary by the Site Coordinator or designated representative.
- (e) **Work duties are as follows:**
  - (i) The security guard will be working with building and pool filtration mechanical equipment.
  - (ii) The use of a Swipe / Barcode (or other device acceptable to the Contract Administrator) at various locations around the perimeter and the inside of the building shall be used to ensure that tours are made.
  - (iii) The security guard will be required to complete daily reports and incident reports in a facility log book (which is supplied by the City) and which shall be signed-off by duty staff.
  - (iv) one (1) hour, tours of the perimeter fencing of the pool, visually inspect the parking lot from fenced-in area of the pool and check for security of entire area.
  - (v) hourly inspections of the filter room, report machine noises, excess water (flooding) and vandalism to the Pool Engineer and/or foreman (telephone numbers will be provided);
  - (vi) advise persons on the premises, after pool hours, that they are trespassing on the Site and call Police if necessary and advise trespassers that Police have been notified;
  - (vii) miscellaneous related duties as assigned by the Site Coordinator or designated representative.

E9.5.3

**Windsor Park (Outdoor) Pool:**

The Site hereby identified as the Windsor Park (Outdoor) Pool located at Joques Road and Cottonwood Road. The location will require a roving foot patrol of the pool area for the security of people and their protection and property. Site training and orientation will be provided by the pool engineer. The Site Coordinator and contact person is the **Pool Foreman Riaz Hussain (204) 226-2089**. This person shall be the liaison between the Contractor and Contract Administrator.

- (a) The shift hours are defined as follows:
  - (i) Monday thru Sunday (includes Civic and Stat Holidays) 8:00 p.m. to 8:00 a.m.
  - (ii) The number of security guards per shift is one (1).
  - (iii) There will not normally be other City staff within the vicinity of the check.
  - (iv) Site emergencies shall be reported to the Central Control Office at 986-2382 or **911** and the Contractor's Control Office. Site specific requirements will be reviewed and updated as necessary by the Site Coordinator or designated representative.
- (b) **Work duties are as follows:**
  - (i) hourly inspections of the filter room, report machine noises, excess water (flooding) and vandalism to the Pool Engineer and/or foreman (telephone numbers will be provided);
  - (ii) The use of a Swipe / Barcode (or other device acceptable to the Contract Administrator) at various locations around the perimeter and the inside of the building shall be used to ensure that tours are made.
  - (iii) The security guard will be required to complete City reports and log book information as required. Log books are to remain at the Site.

- (iv) one (1) hour tours of the perimeter fencing of the pool visually inspect the fenced-in area of the pool and check the security of entire area.
- (v) advise persons on the premises, after pool hours, that they are trespassing on the Site and call Police if necessary advising trespassers that Police have been notified;
- (vi) miscellaneous related duties as assigned by the Site Coordinator or designated representative.

E9.5.4 **Central-Freight House (Outdoor) Pool:**

The Site hereby identified as the Central-Freight House (outdoor) Pool is located at 200 Isabel. This location will requires roving foot patrol of the Site for the security of people and their protection and property. Site training and orientation will be provided by Pool Engineer. The Site Coordinator and contact person is the **Pool Foreman Brad Oliver (204) 226-470-7781**. This person shall be the liaison between the Contractor and Contract Administrator.

- (a) The shift hours are defined as follows:
  - (i) Monday thru Sunday (includes Civic and Stat Holidays): 8:00 p.m. to 8:00 a.m.
  - (ii) The number of security guards per shift is one (1).
  - (iii) The security guard will not be working with other City staff in the general Work Site area.
  - (iv) Site emergencies shall be reported to the Central Control Office at 986-2382 or **911** and the Contractor's Control Office. Site specific requirements will be reviewed and updated as necessary by the Site Coordinator or designated representative.
- (b) **Work duties are as follows:**
  - (i) The security guard will be working with building and pool filtration mechanical equipment
  - (ii) The use of a Swipe / Barcode (or other device acceptable to the Contract Administrator) at various locations around the perimeter and the inside of the building shall be used to ensure that tours are made.
  - (iii) The security guard will be required to complete daily reports and incident reports in a facility log book (which is supplied by the City) and which shall be signed-off by duty staff.
  - (iv) One (1) hour tours of the perimeter fencing of the pool visually inspect of the fenced-in area of the pool and check for security of entire area.
  - (v) Hourly inspections of the filter room. The patrol will report machine noises, excess water (flooding) and vandalism to the Pool Engineer and/or foreman.
  - (vi) advise persons on the premises, after pool hours, that they are trespassing on the Site and call Police if necessary advising trespassers that Police have been notified;
  - (vii) miscellaneous related duties as assigned by the Site Coordinator or designated representative.

E9.5.5 **Westdale (Outdoor) Pool:**

The Site hereby identified as the Westdale (Outdoor) Pool is located at 555 Dale Boulevard. This location will require roving foot patrol service of the pool and wading pool areas and parking lots, for the security of people and their protection and property. Site training and orientation will be provided by Pool Engineer. The Site Coordinator and contact person is the **Pool Foreman Darren Berg (204) 470-7783**. This person shall be the liaison between the Contractor and Contract Administrator.

- (a) The shift hours are defined as follows:
  - (i) Monday thru Sunday (includes Civic and Stat Holidays): 8:00 p.m. to 8:00 a.m.
  - (ii) The number of security guards per shift is one (1).
  - (iii) The security guard will not be working with other City staff in the general Work Site area.



- (iv) Site emergencies shall be reported to the Central Control Office at 986-2382 or **911** and the Contractor's Control Office. Site specific requirements will be reviewed and updated as necessary by the Site Coordinator or designated representative.

(b) **Work schedule and duties are as follows:**

- (i) The security guard will be working with building and pool filtration mechanical equipment
- (ii) The use of a Swipe / Barcode (or other device acceptable to the Contract Administrator) at various locations around the perimeter and the inside of the building shall be used to ensure that tours are made
- (iii) The security guard will be required to complete daily reports and incident reports in a facility log book (which is supplied by the City) and which shall be signed-off by duty staff.
- (iv) one (1) hour tours of the perimeter fencing of the pool visually inspect of the fenced-in area of the pool and check for security of entire area. The use of a Swipe / Barcode (or other device acceptable to the Contract Administrator) at various locations around the perimeter and the inside of the building would ensure the tours are made.
- (v) hourly inspections of the filter room, report machine noises, excess water (flooding) and vandalism to the Pool Engineer and/or foreman (telephone numbers will be provided);
- (vi) advise persons on the premises, after pool hours, that they are trespassing on the Site and call Police if necessary advising trespassers that Police have been notified;
- (vii) miscellaneous related duties as assigned by the Site Coordinator or designated representative.

E9.5.6

**Provencher (Outdoor) Pool:**

The Site hereby identified as the Provencher (Outdoor) Pool is located at 590 Rue Langevin. This location requires roving foot patrol of the pool area for the security of people and their protection and property. Site training and orientation will be provided by the Pool Engineer. The Site Coordinator and contact person is the **Pool Foreman Riaz Hussain (204) 226-2089..** This person shall be the liaison between the Contractor and Contract Administrator.

- (a) Shift hours are defined as follows:
  - (i) Monday to Sunday including Civic and Statutory Holidays – Monday thru Sunday (7days) 8pm-8am
- (b) The minimum number of security guards per shift is one (1).
- (c) There will not normally be other City staff within the vicinity of the check.
- (d) Site emergencies shall be reported to the Central Control Office at 986-2382 or **911** and the Contractor's Control Office. Site specific requirements will be reviewed and updated as necessary by the Site Coordinator or his designate.
- (e) **Work duties are as follows:**
  - (i) Hourly inspections of the filter room for pump malfunctions and noise. Report machine noises, excess water (flooding) and vandalism. Check outdoor pool building, parking lot and fenced area of wading pool. Ensure all gates are closed and locked, and check all building doors and windows;
  - (ii) The use of a Swipe / Barcode (or other device acceptable to the Contract Administrator) at various locations around the perimeter and the inside of the building shall be used to ensure that tours are made.
  - (iii) The security guard will be required to complete daily reports and incident reports in a facility log book (which is supplied by the City) and which shall be signed-off by duty staff.

- (iv) one (1) hour tours of the perimeter fencing of the pool visually inspect of the fenced-in area of the pool and check for security of entire area. The use of a recording system at various locations around the perimeter and inside of the building would ensure the tours are made;
- (v) miscellaneous related duties as assigned by the Site Coordinator or designated representative.

E9.5.7

**Happyland (Outdoor) Pool:**

The Site hereby identified as the Happyland (Outdoor) Pool is located at 470 Marion Street. This location requires roving foot patrol of the pool area for the security of people and their protection and property. Site training and orientation will be provided by the Pool Engineer. The Site Coordinator and contact person is the **Pool Foreman Riaz Hussain (204) 226-2089**. This person shall be the liaison between the Contractor and Contract Administrator.

- (a) Shift hours are defined as follows:
  - (i) Monday to Sunday including Civic and Statutory Holidays – (7 days) 8pm-8am
- (b) The minimum number of security guards per shift is one (1).
- (c) There will not normally be other City staff within the vicinity of the check
- (d) Site emergencies shall be reported to the Public Works Department Central Control Office at 986-2382 or **911** and the Contractor's Control Office. Site specific requirements will be reviewed and updated as necessary by the Site Coordinator or his designate.
- (e) **Work duties are as follows:**
  - (i) hourly inspections of the filter room for pump malfunctions and noise. Report machine noises, excess water (flooding) and vandalism. Check outdoor pool building, parking lot and fenced area of wading pool. Ensure all gates are closed and locked and check all building doors and windows;
  - (ii) The use of a Swipe / Barcode (or other device acceptable to the Contract Administrator) at various locations around the perimeter and the inside of the building shall be used to ensure that tours are made.
  - (iii) The security guard will be required to complete daily reports and incident reports in a facility log book (which is supplied by the City) and which shall be signed-off by duty staff
  - (iv) one (1) hour tours of the perimeter fencing of the pool, visually inspecting the fenced-in area of the pool and checking for security of entire area
  - (v) miscellaneous related duties as assigned by the Site Coordinator or designated representative.

E9.5.8

**Norwood (Outdoor) Pool:**

The Site hereby identified as Norwood (Outdoor) Pool is located at Cromwell and Lyndale. This location requires roving foot patrol of the pool area for the security of people and their protection and property. Site training and orientation will be provided by the Pool Engineer. The Site Coordinator and contact person is the **Pool Forman Riaz Hussain (204) 226-2089**. This person shall be the liaison between the Contractor and Contract Administrator.

- (a) Shift hours are defined as follows:
  - (i) Monday to Sunday including Civic and Statutory Holidays – 8:00 am – 8:00 pm.( 7 days a week)
- (b) The minimum number of security guards per check is one (1).
- (c) There will not normally be other City staff within the vicinity of the check.
- (d) Site emergencies shall be reported to the Public Works Dept. Central Control Office at 986-2382 or **911** and the Contractor's Control Office. Site specific requirements will be reviewed and updated as necessary by the Site Coordinator or his designate.
- (e) **Work Duties are as follows:.**

- (i) hourly inspections of the filter room for pump malfunctions and noise. Report machine noises, excess water (flooding) and vandalism. Check outdoor pool building, parking lot and fenced area of wading pool. Ensure all gates are closed and locked and check all building doors and windows;
- (ii) The use of a Swipe / Barcode (or other device acceptable to the Contract Administrator) at various locations around the perimeter and the inside of the building shall be used to ensure that tours are made.
- (iii) The security guard will be required to complete daily reports and incident reports in a facility log book (which is supplied by the City) and which shall be signed-off by duty staff.
- (iv) Miscellaneous related duties as assigned by the Site Coordinator(s).

#### E9.5.9

##### **Lions (Outdoor) Pool:**

The Site hereby identified as Lions (Outdoor) Pool is located behind 1350 Pembina Highway. This location requires a foot patrol and walk through of pool facilities for the security of people and their protection and property. Site training and orientation will be provided by the Pool Engineer. The Site Coordinator and contact person is the **Pool Foreman Darren Berg (204) 470-7783**. This person shall be the liaison between the Contractor and Contract Administrator.

- (a) Shift ours are defined as follows:
  - (i) Monday to Sunday including Civic and Statutory Holidays – 8:00 am - 8:00 pm (7 days a week)
- (b) The minimum number of security guards per check is one (1).
- (c) There will not normally be other City staff within the vicinity of the check.
- (d) Site emergencies shall be reported to the Central Control Office at 986-2382 or **911** and the Contractor's Control Office. Site specific requirements will be reviewed and updated as necessary by the Site Coordinator or his designate.
- (e) **Work duties are as follows:**
  - (i) hourly inspections of the filter room for pump malfunctions and noise. Report machine noises, excess water (flooding) and vandalism. Check outdoor pool building, parking lot and fenced area of wading pool. Ensure all gates are closed and locked and check all building doors and windows
  - (ii) The use of a Swipe / Barcode (or other device acceptable to the Contract Administrator) at various locations around the perimeter and the inside of the building shall be used to ensure that tours are made
  - (iii) The security guard will be required to complete daily reports and incident reports in a facility log book (which is supplied by the City) and which shall be signed-off by duty staff
  - (iv) one (1) hour tours of the perimeter fencing of the pool visually inspect of the fenced-in area of the pool and check for security of entire area. The use of a recording system at various locations around the perimeter and inside of the building would ensure the tours are made;
  - (v) miscellaneous related duties as assigned by the Site Coordinator or designated representative.

#### E9.5.10

##### **Transcona Kinsmen (Outdoor) Pool:**

The Site hereby identified as Transcona Kinsmen (Outdoor) Pool is located at 1101 Wabasha Avenue. This location requires roving foot patrol of the pool area for the security of people and their protection and property. Site training and orientation will be provided by the Pool Engineer. The Site Coordinator and contact person is the **Pool Foreman Adam Rankine (204) 226.2095**. This person shall be the liaison between the Contractor and Contract Administrator.

- (a) Shift hours are defined as follows:
  - (i) Monday to Sunday including Civic and Statutory Holidays – (7 days ) 8pm-8am

- (b) The minimum number of security guards per check is one (1).
- (c) There will not normally be other City staff within the vicinity of the check
- (d) Site emergencies shall be reported to the Public Works Department Central Control Office at 986-2382 or **911** and the Contractor's Control Office. Site specific requirements will be reviewed and updated as necessary by the Site Coordinator or his designate.
- (e) **Work duties are as follows:**
  - (i) hourly inspections of the filter room for pump malfunctions and noise. Report machine noises, excess water (flooding) and vandalism. Check outdoor pool building, parking lot and fenced area of wading pool. Ensure all gates are closed and locked and check all building doors and windows
  - (ii) ~~mobile~~ patrol checks should take approximately 15 minutes;
  - (iii) The use of a Swipe / Barcode (or other device acceptable to the Contract Administrator) at various locations around the perimeter and the inside of the building shall be used to ensure that tours are made
  - (iv) The security guard will be required to complete daily reports and incident reports in a facility log book (which is supplied by the City) and which shall be signed-off by duty staff
  - (v) one (1) hour tours of the perimeter fencing of the pool visually inspect of the fenced-in area of the pool and check for security of entire area. The use of a Swipe / Barcode (or other device acceptable to the Contract Administrator) at various locations around the perimeter and the inside of the building would ensure the tours are made.
  - (vi) miscellaneous related duties as assigned by the Site Coordinator or designated representative.

## 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 The following is a link to information for obtaining the Police Information Check including the Vulnerable Sector screening from the City of Winnipeg Police Service.  
<http://winnipeg.ca/police/pr/PIC.stm>
- F1.2.1 The Police Information Check shall include a Vulnerable Sector Screening. This can be obtained by following the link below <http://winnipeg.ca/police/pr/PIC.stm> .
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- F1.3 The original Police Information Check (Form P-612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Police Information Check (Form P-612) to the Contract Administrator.
- F1.4 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.
- F1.5 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.
- F1.6 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.
- F1.7 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.



**WINNIPEG POLICE SERVICE  
SECURITY CLEARANCE CHECK  
SERVICES – DIVISION 30**

NAME, TELEPHONE NUMBER AND BUSINESS ADDRESS OF EMPLOYER:	NAME & PHONE NUMBER OF CITY CONTACT PERSON IN CHARGE OF THE PROJECT REQUIRING THE SECURITY CLEARANCE CHECKS

NATURE & LOCATION OF WORK BEING DONE FOR WINNIPEG POLICE SERVICE:

Contract Administrator: \_\_\_\_\_

**WARNING: ANY FALSE OR INCOMPLETE INFORMATION MAY RESULT IN REJECTION OF THIS APPLICATION  
INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED**

**EMPLOYEE INFORMATION**

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

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

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

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

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

**AUTHORIZATION**

I, \_\_\_\_\_ hereby consent to the Winnipeg Police Service collecting my personal information from any public body, person, employer, or government institution for the purpose of conducting a security check in connection with my contract or association with the Winnipeg Police Service. This authorization, including a copy or facsimile thereof, is my consent to any public body, person, employer or government institution to release true copies of any records containing my personal information to the Winnipeg Police Service. **(Security clearance checks expire after a period of one year).**

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

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

This personal information will be collected pursuant to *The Freedom of Information and Protection of Privacy Act* C.C.S.M.cF175 \_\_\_\_\_ (title, name, phone # of person who) can answer questions about the collection of this information.

\_\_\_\_\_  
Date

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

**RESULT OF CHECK:**

- \_\_\_\_\_ NO POLICE RECORD OF CRIMINAL CONVICTIONS WAS ASSOCIATED TO ANY SUBJECT WITH THE SAME NAME AND DATE OF BIRTH.
- \_\_\_\_\_ AN OUTSTANDING CRIMINAL CHARGE AWAITING COURT DISPOSITION WAS ASSOCIATED TO A SUBJECT WITH THE SAME NAME AND DATE OF BIRTH.
- \_\_\_\_\_ A POLICE RECORD OF CRIMINAL CONVICTIONS WAS ASSOCIATED TO A SUBJECT WITH THE SAME NAME AND DATE OF BIRTH.

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