



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 639-2021**

**PROVISION OF SECURITY SERVICES, MILLENNIUM LIBRARY**

## TABLE OF CONTENTS

### PART A - PROPOSAL SUBMISSION

- Form A: Bid/Proposal
- Form B: Prices

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	2
B6. Addenda	2
B7. Substitutes	2
B8. Proposal Submission	3
B9. Proposal	4
B10. Prices	5
B11. Technical Plan	5
B12. Disclosure	7
B13. Conflict of Interest and Good Faith	7
B14. Qualification	8
B15. Opening of Proposals and Release of Information	9
B16. Irrevocable Offer	9
B17. Withdrawal of Offers	9
B18. Interviews	9
B19. Negotiations	9
B20. Evaluation of Proposals	10
B21. Award of Contract	11

### PART C - GENERAL CONDITIONS

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

### PART D - SUPPLEMENTAL CONDITIONS

#### General

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

#### Submissions

D6. Authority to Carry on Business	3
D7. Safe Work Plan	3
D8. Insurance	3
D9. Contract Security	4

#### Schedule of Work

D10. Commencement	5
D11. Liquidated Damages	5
D12. COVID-19 Schedule Delays	5
D13. The Workplace Safety and Health Act (Manitoba) – Qualifications	6
D14. Orders	5
D15. Records	6

#### Measurement and Payment

D16. Invoices	6
D17. Payment	7
D18. Payment Schedule	7

**Warranty**

D19. Warranty	7
---------------	---

**Third Party Agreements**

D20. Funding and/or Contribution Agreement Obligations	7
--	---

Form H1: Performance Bond	10
---------------------------	----

Form H2: Irrevocable Standby Letter of Credit	12
---	----

**PART E - SPECIFICATIONS**

**General**

E1. Applicable Specifications and Drawings	1
--	---

E2. Services	1
--------------	---

E3. Proposed Security Schedule and Estimated Hours	2
--	---

E4. Work Schedule and Duties	2
------------------------------	---

E5. Employee Behaviour and Supervision	4
--	---

E6. Uniforms, Appearance and Personal Supplies	4
--	---

**PART F - SECURITY CLEARANCE**

F1. Security Clearance	1
------------------------	---

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF SECURITY SERVICES, MILLENNIUM LIBRARY

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, November 5, 2021.

B2.2 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 Proponent shall attend a Site meeting at 10:00 pm to 11:30 am on October 25, 2021 or 1:30 pm to 3:00 pm on October 27, 2021. Attendance is mandatory, and the Proposal of any Proponent not having attended will be rejected on the basis that it is non-responsive.

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

B3.3 The Proponent is responsible for determining:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the nature of the surface and subsurface conditions at the Site;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect his/her Proposal 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 Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent 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 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B4.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact

to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.

B4.6 The Proponent 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.

B4.7 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: [merx@merx.com](mailto:merx@merx.com)

## **B5. CONFIDENTIALITY**

B5.1 Information provided to a Proponent by the City or acquired by a Proponent 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 Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

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

## **B6. ADDENDA**

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

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

B6.3 Addenda will be available on the MERX website at [www.merx.com](http://www.merx.com).

B6.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

## **B7. SUBSTITUTES**

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

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

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

B7.4 The Proponent shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance.
- 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 Proponent 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 Proponents. The Proponent 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 Proponent 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 Proponent 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 B20.
- 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. PROPOSAL SUBMISSION**

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal;
  - (b) Form B: Prices.
- B8.2 The Proposal should also consist of the following components:
- (a) Technical Plan in accordance with B11.
- B8.3 Further to B8.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

- B8.4 Further to B8.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution
- B8.6 The Proposal shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).
- B8.6.1 Proposals will **only** be accepted electronically through MERX.
- B8.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).
- B8.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

## **B9. PROPOSAL**

- B9.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
  - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Proponent 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 Proposal 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/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
  - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers;
  - (d) if the Proponent 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/Proposal should be entered below such signatures.
- B9.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

## **B10. PRICES**

- B10.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.1.1 Notwithstanding C12.2.3, 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 Proposals.
- B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.4 Where applicable, payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B11. TECHNICAL PLAN (SECTION C)**

- B11.1 Proposals should consist of the following components:
- (a) A brief company history and organizational summary which includes:
    - (i) Ownership structure;
    - (ii) Organizational chart indicating the line of reporting from the front-line security staff to the Director/CEO level;
    - (iii) Information regarding the company profile including if the company is Indigenous led, or has an Indigenous Board of Directors;
    - (iv) Organizational approach and principles regarding security in the context of de-colonization and cultural safety;
    - (v) Organizational understanding and company approaches to harm reduction, anti-racism and conflict de-escalation;
    - (vi) Experience in working with Elders, Cultural Liaisons, Community Partners, or Social Workers;
    - (vii) Experience of the personnel directly responsible for the management and local supervision of security personnel assigned to the Contract.
  - (b) A description of the Proponent's recruitment and selection process used in hiring security officers, including hiring criteria regarding qualifications, experience, and training required prior to guards being assigned to this Contract;
  - (c) Information on the base hourly wage for a regular Security Officer and a Site Supervisor, including the wage increase process, and information on what increases are based on. Extra points will be awarded to Proponents who pay a living wage: The living wage draws on community-specific data to determine the expenses for a family of four with two parents each working full-time, full-year. The Living Wage changes based on costs in each region and is updated annually. The 2020 living wage rate for Winnipeg is \$16.15 as calculated by the Canadian Centre for Policy Alternatives.
  - (d) A description of the Proponent's hiring initiative to encourage employment of Indigenous Security Officers, and a written commitment to have minimum 50% Indigenous representation within the library supervisory and regular guard complement;
  - (e) A description of the Proponent's methods and initiatives used to promote retention of trained and qualified security staff including examples and description of Contractor's development guidelines and programs;
  - (f) A description of on-going training provided to Security officers including who does the training, and what types of training are at the Contractor's expense. Particular attention should be paid to training in life-saving procedures, conflict de-escalation, anti-racism and

cultural awareness, harm reduction, customer service, as well as trauma and mental health awareness;

- (g) Photos and descriptions of uniforms that will be worn by security officers assigned to work under this Contract. Uniform details should include:
  - (i) Business and Casual style uniforms;
  - (ii) Seasonal wear;
  - (iii) Footwear;
  - (iv) Equipment belts;
  - (v) Light-weight, stab resistant, concealed body armour vests;
  - (vi) Light-weight cut-resistant gloves;
- (h) Copies (examples) of the reports that security officers are required to complete as part of their duties. This should include but not be limited to:
  - (i) Notebooks;
  - (ii) Occurrence Reports;
  - (iii) Incident Logs;
- (i) Information regarding the Proponent's process and procedures for:
  - (i) Report filing and maintenance;
  - (ii) Reports to local managers;
  - (iii) Reports to organization managers;
- (j) A description of the Proponent's approach to Quality Management as it pertains to customer service focus and continual improvement. The information should contain but not be limited to:
  - (i) Customer service policies or guidelines;
  - (ii) Procedure to receive customer feedback;
  - (iii) Employee code of conduct;
  - (iv) Job performance standards and evaluation;
  - (v) Corrective action planning regarding job performance issues;
  - (vi) Follow-up reporting to Company staff and Contract Administrator regarding Security Officer and Security Supervisor performance issues;
- (k) An explanation of any value-added features or programs not outlined elsewhere in the Proposal which are offered to enhance the Proponent's ability to effectively manage this Contract;
- (l) An implementation transition plan that should include an outline of key tasks, milestones and a timeline;
- (m) At least three (3) references in which your company currently provides security services. These references should be similar in scope of work, facility size and service hours. At minimum, one reference must speak to the company's ability to be culturally proficient and meet people where they are at. This includes working with people who have multiple barriers (eg. poverty, housing insecurity, substance abuse, justice involved). Reference information should include:
  - (i) Client Company name;
  - (ii) Client Company address;
  - (iii) Name and contact information of the referenced Company's Contract Administrator;
  - (iv) Description of services provided.

B11.2 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subcontractors.

## **B12. DISCLOSURE**

B12.1 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.

B12.2 The Persons are:

- (a) PCS-SCP provided training information;
- (b) Downtown Community Safety Partnership provided training information;
- (c) Fearless R2W provided information on Specifications;
- (d) SEED Winnipeg provided information on Specifications;
- (e) Sunshine House Winnipeg provided information on Specifications;
- (f) Millennium for All provided information on Specifications.

## **B13. CONFLICT OF INTEREST AND GOOD FAITH**

B13.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B13.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
  - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract.
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B13.3 In connection with its Proposal, each entity identified in B13.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

- B13.4 Without limiting B13.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B13.5 Without limiting B13.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
  - (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
  - (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B13.4 to avoid or mitigate a Conflict of Interest; and
  - (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B13.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

#### **B14. QUALIFICATION**

- B14.1 The Proponent 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 Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent 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.
- B14.2 The Proponent 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 <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- B14.3 The Proponent 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;
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
  - (d) ensure employees assigned to the Work meet the following requirements:
    - (i) a valid Security Guard(s) licensed by the Province of Manitoba under the Private Investigator and Security Guards Act;

- (ii) a valid 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.

B14.4 The Proponent 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 Proponent and of any proposed Subcontractor.

B14.5 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

### **B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B15.1 Proposals will not be opened publicly.

B15.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at [www.merx.com](http://www.merx.com).

B15.3 The Proponent is advised any information contained in any Proposal Submission 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).

B15.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B15.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

### **B16. IRREVOCABLE OFFER**

B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

### **B17. WITHDRAWAL OF OFFERS**

B17.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

### **B18. INTERVIEWS**

B18.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

### **B19. NEGOTIATIONS**

B19.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

- B19.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B19.3 If, in the course of negotiations pursuant to B19.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

## **B20. EVALUATION OF PROPOSALS**

- B20.1 Award of the Contract shall be based on the following evaluation criteria:
- |  |             |
|--|-------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B14:                                 | (pass/fail) |
| (c) Total Bid Price; (Section B)   | 30%         |
| (d) Technical Plan. (Section C)  | 70%         |
- B20.2 Further to B20.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.
- B20.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B20.1(a) and B20.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B20.5 Further to B20.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D2.5.
- B20.6 Further to B20.1(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.
- B20.6.1 Further to B20.1(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.
- B20.6.2 Further to B20.1(d), Technical Plan will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B11.
- B20.7 Notwithstanding B20.1(d), where Proponents fail to provide a response to B8.2(a), the score of zero may be assigned to the incomplete part of the response.
- B20.8 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B18.
- B20.9 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B20.10 This Contract will be awarded as a whole.

**B21. AWARD OF CONTRACT**

B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B21.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.

B21.2.1 Without limiting the generality of B21.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Proposal is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B21.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.

B21.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents

B21.4.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.

B21.5 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

B21.6 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Supply of Services* (Revision 2020-01-31) 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 Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

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

#### **D2. SCOPE OF SERVICES**

D2.1 The Work to be done under the Contract shall consist of the provision of unarmed security service officers for Millennium Library for the period from January 1, 2022 until December 31, 2022, with the option of five (5) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Proponent within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Proponent as a result of such negotiations.

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

D2.1.3 Proponents are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

D2.2 The Work shall be done on an "as required" and "as scheduled" 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 Subject to C7, 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. Proponents are advised that monies have been approved for work up to and including December 31, 2022.

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.

D2.5 The funds available for this Contract are \$550,000.

#### **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, 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 goods;
  - (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. CONTRACT ADMINISTRATOR**

- D4.1 The Contract Administrator is:

Ms Irmy Nikkel  
Administrative Coordinator of Support Services, Winnipeg Public Library  
Telephone No. 204- 619-4773  
Email Address.: inikkel@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 C6.22, 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. NOTICES**

- D6.1 Except as provided for in C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.

- D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D7.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D4.
- D6.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:
- The City of Winnipeg  
Legal Services Department  
Attn: Director of Legal Services  
Facsimile No.: 204 947-9155

## **SUBMISSIONS**

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

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

### **D8. SAFE WORK PLAN**

- D8.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D8.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

### **D9. INSURANCE**

- D9.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, bodily injury, personal injury, contractual liability, 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;
  - (c) Crime Insurance including employee dishonesty coverage with a third party extension in the amount of not less than \$10,000 covering the Contractors employees, agents and subcontractors involved in providing the services, for any direct loss of money or other property caused by a fraudulent or dishonest act, or acts of the Contractor, Contractor's employees, agents or subcontractors.
- 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 the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

- 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.
- D9.6 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

## **D10. CONTRACT SECURITY**

- D10.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
  - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
  - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.
- D10.1.1 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:
- (a) the version submitted by the Contractor must have valid digital signatures and seals;
  - (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
  - (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
  - (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
  - (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D10.1.1(b).
- D10.1.2 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in its discretion, exercised reasonably, allows.
- D10.1.3 Digital bonds passing the verification process will be treated as original and authentic.
- D10.1.4 Where the contract security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as contract security.
- D10.2 The Contractor shall provide the City Solicitor with the required contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

## **SCHEDULE 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 D7;
    - (ii) evidence of the workers compensation coverage specified in C6.14;
    - (iii) the Safe Work Plan specified in D8;
    - (iv) evidence of the insurance specified in D9;
    - (v) the contract security specified in D10.
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D11.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the notice of award.

### **D12. LIQUIDATED DAMAGES**

- D12.1 If the Contractor fails to achieve the Work of the Contract in accordance with D2.2, the Contractor shall pay the City eight hundred dollars (\$800) per Working Day for each and every Working Day following the day fixed herein until Work is complete.
- 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 Total Performance by the day fixed herein for same.
- D12.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

### **D13. COVID-19 SCHEDULE DELAYS**

- D13.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.
- D13.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D13.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D13.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D13.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D13.5 The Work schedule, including the durations identified in E3 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.

D13.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

**D14. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

D14.1 Further to B14.3(c), 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 B14.3(c).

**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 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 C12, the Contractor shall submit monthly invoices for each portion of work performed 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  
Send Invoices to [CityWpgAP-INVOICES@winnipeg.ca](mailto:CityWpgAP-INVOICES@winnipeg.ca)  
Send Invoice Inquiries to [CityWpgAP-INQUIRIES@winnipeg.ca](mailto:CityWpgAP-INQUIRIES@winnipeg.ca)

D17.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of location serviced
  - (i) skywalk;
  - (ii) library complex;
- (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.

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

**D18. PAYMENT**

D18.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**D19. PAYMENT SCHEDULE**

D19.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

**WARRANTY**

**D20. WARRANTY**

D20.1 Notwithstanding C13, Warranty does not apply to this Contract.

**THIRD PARTY AGREEMENTS**

**D21. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS**

D21.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.

D21.2 Further to D21.1, in the event that the obligations in D21 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.

D21.3 For the purposes of D21:

- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D21.4 Modified Insurance Requirements

D21.4.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.

D21.4.2 If applicable the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.

D21.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.

D21.4.4 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.

D21.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

#### D21.5 Indemnification By Contractor

D21.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Services, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

#### D21.6 Records Retention and Audits

D21.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D21.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Services, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D21.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

#### D21.7 Other Obligations

D21.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D21.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D21.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.

D21.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

- D21.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D21.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

**FORM H1: PERFORMANCE BOND**  
(See D10)

KNOW ALL MEN BY THESE PRESENTS THAT

\_\_\_\_\_ ,  
(hereinafter called the "Principal"), and

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

\_\_\_\_\_ dollars (\$\_\_\_\_\_.)

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

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

RFP NO. 639-2021

PROVISION OF SECURITY SERVICES, MILLENNIUM LIBRARY

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

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

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

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

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SIGNED AND SEALED**  
in the presence of:

\_\_\_\_\_  
(Witness as to Principal if no seal)

\_\_\_\_\_  
(Name of Principal)

Per: \_\_\_\_\_ (Seal)

Per: \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_ (Seal)  
(Attorney-in-Fact)

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

\_\_\_\_\_  
(Date)

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

RE: CONTRACT SECURITY – RFP NO. 639-2021

PROVISION OF SECURITY SERVICES, MILLENNIUM LIBRARY

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

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

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

\_\_\_\_\_ Canadian dollars.

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

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

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

\_\_\_\_\_  
(Address)

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

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

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

\_\_\_\_\_  
(Date)

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

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

Except where they may conflict with the terms and conditions contained in this Letter of Credit, the International Standby Practices 1998 shall apply to this Letter of Credit. This Letter of Credit shall also be governed by and construed in accordance with the laws of the Province of Manitoba and of Canada as applicable therein, except to the extent that such laws are inconsistent with the International Standby Practices 1998. This Letter of Credit is subject to the exclusive jurisdiction of the courts in the Province of Manitoba and all courts competent to hear appeals therefrom.

\_\_\_\_\_  
(Name of bank or financial institution)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

## **PART E - SPECIFICATIONS**

### **GENERAL**

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

- E1.1 These Specifications shall apply to the Work.
- E1.2 Security Guards assigned to the Contract must meet the following training requirements:
- (a) High school graduation or equivalent training and experience, or GED certificate;
  - (b) Minimum six (6) months on the job experience as a licensed Security Guard working or in the area of Community safety and wellbeing;
  - (c) Demonstrated ability to communicate effectively in writing and orally; specifically demonstrated fluency in English to speak clearly, calmly and professionally;
  - (d) Demonstrated ability to work effectively under stressful conditions.
- E1.3 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.

#### **E2. SERVICES**

- E2.1 The Contractor shall perform security services in accordance with the requirements hereinafter specified.
- E2.2 Site emergencies shall be reported to the City of Winnipeg Central Control Office at 986-2382 or 911, and the Contractor's Control Office. Site specific requirements will be reviewed and updated as necessary by the Site Coordinator or designated representative.
- E2.3 251 Donald Street (Millennium Library) location includes a CCTV surveillance system that is located in the Security Office.
- (a) The guards assigned to the main floor security desk will have access to the CCTV system but are not required to monitor the cameras at all times.
  - (b) The Site Supervisor guard will direct Winnipeg Police Service and other requests for CCTV footage to Site Coordinator or designate in accordance with the City of Winnipeg Community Service Department's CCTV Policy and Action Guide.
  - (c) The main focus of the security service is to monitor activity in the building by observing activity during continuous foot patrols.
- E2.4 The security guards will be working without City staff when the Millennium Library is closed to the public. Millennium Library's public opening hours are 10:00 until 20:00, Monday to Thursday; 10:00 until 17:00, Friday and Saturday; and 13:00 until 17:00, Sunday.
- E2.5 The City will supply keys to facilities as required, washroom facilities and cell phone to communicate with Building Services staff and landline telephone.
- E2.6 The security guard will be required to complete daily reports and incident reports on Contractor supplied forms. The security guards will also receive training on the use of the Library's Incident Reporting System and will thereafter be required to file reports on this system.
- E2.7 Site training and orientation will be provided by the Site Coordinator.
- E2.8 No prior interview screening of the security guard(s) by the City will be required.

**E3. PROPOSED SECURITY SCHEDULE AND ESTIMATED HOURS**

- E3.1 Library Security staff shall consist of one (1) Security Supervisor, one (1) Skywalk guard and up to three (3) Security Officers.
- E3.2 There must be a minimum of four (4) Security Guards on duty during the Library's hours of operation, including one (1) Site Supervisor Guard or equivalent Shift Supervisor Guard.
- E3.3 The Library Skywalk must be staffed by one (1) Skywalk Guard on patrol from 06:30 until 24:30 hours, 7 days a week, 364 days a year.
- E3.4 Proposed Security schedule and estimated hours:

Form B: Prices	Library Hours of Operation	Monday - Thursday 10:00 - 20:00	Friday - Saturday 10:00 - 17:00	Sunday 13:00 - 17:00	Total Annual Hours
Item 1	Site Supervisor Guard (1)	10:00-17:00 7 hrs/day x 4 days	10:00 - 17:00 (Fri) 7 hrs/day	N/A	1750
Item 2	Shift Supervisor Guard (1)	16:30 - 20:30 4 hrs/day x 4 days	10:00 - 17:00 (Sat) 7 hrs/day	12:30 - 17:30 5 hrs/day	1400
Item 3	Regular Guards (3)	10:00 - 20:30 21 hrs/day x 4 days	10:00 - 17:00 15 hrs/day x 2 days	13:00 - 17:30 8.5 hrs/day	6125
Item 4	Skywalk Guard (1)	06:30 - 24:30 18 hrs/day x 4 days	06:30 - 24:30 18 hrs/day x 2 days	06:30 - 24:30 18 hrs/day	6372
Item 5	Security Guard (Stat/Civic)				198

E3.5

**E4. WORK SCHEDULE AND DUTIES**

- E4.1 The Site hereby identified as the Millennium Library 251 Donald Street, requires roving foot patrol and fixed post security service
  - (i) Millennium Library building interior and surrounding walkways
  - (ii) Millennium Library skywalk between Cityplace and Public Safety Building
  - (iii) Millennium Library Park
- E4.2 The Work schedule, duties and shift hours identified in specifications reflect the known requirements at the time this document was prepared. It is expected that the schedule and duties will occur within the approximate limits identified in the specifications 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.
  - (a) Pursuant to D2.2, schedule changes and operational changes (which may include meetings and special events) may be requested by the Contract Administrator who will advise the Site Supervisor of the City's requirements.
- E4.3 The Work Schedule and Duties are as follows.
  - (a) Provide roving foot patrols (at a minimum of one every 15 minutes) on each floor of Millennium Library and Skywalk during hours of operation;
  - (b) Maintain an extensive knowledge regarding the Site in order to provide information and/or direction to the public using the premises;
    - (i) Establish a protective, reassuring and welcoming presence for the staff and public in the Library, using skills learned through cultural awareness and trauma informed training;
    - (ii) Acknowledge and welcome people entering the facility;
    - (iii) Foster positive working relationships with library staff to provide a welcoming environment for all;

- (iv) Display empathy and cultural awareness when confronting challenges and minimizing disturbances. Maintain calm and treat individuals respectfully, with firm politeness;
- (v) Work cooperatively with the assistance of the Library Community Crisis Workers on approaches for dealing with vulnerable customers and on the practical use of nonviolent crisis intervention or conflict de-escalation techniques;
- (vi) Engage with customers using harm reduction principles, focusing on customer behaviour;
- (vii) Employ learned de-escalation tactics to calm unruly or disruptive behaviours, using removal from the building as a last resort according to the guidelines of the Library Code of Conduct. Minimize conflict and potential threat during this process by handling the situation in a calm, assertive manner;
- (viii) Respond to threats swiftly and confidently and endeavour to de-escalate conflict and protect Library staff and customers from harm. Contact community supports, police or emergency services as soon as possible when situations escalate beyond the capacity of Security to safely handle them;
- (ix) Establish and maintain liaison with community support organizations identified by the Library Administration and Community Crisis Workers (ie; Community Safety groups, shelters, youth serving agencies, community based organizations) as well as with organizations relevant to downtown security (including the Downtown Community Safety Partnership (DCSP) and others);
- (x) Assist Library staff, customers, City personnel, Police & Emergency personnel when required;
- (xi) Enforce the Library's Banned Patron Guidelines (under review) in consultation with the Site Coordinator or designate and the Winnipeg Police Service;
- (xii) Participate in security meetings with Site Coordinator or designate, Library Community Crisis Workers and staff as required;
- (xiii) Lock and unlock doors, elevators, specific rooms, etc. and activate/deactivate alarm systems as per opening & closing procedures and daily schedule;
- (xiv) Check CCTV monitors for potential security issues as required;
- (xv) Provide security service for events held at the library as required;
- (xvi) Maintain a list of contractors and other visitors and check with Site Coordinator or designate if there are any issues around authority to enter staff areas;
- (xvii) Provide access to meeting rooms before and after hours as required by the Library's staff;
- (xviii) Maintain the Library's lost and found service for Millennium Library as per the Library's Lost & Found Guidelines;
- (xix) Report to the Central Control office (204-986-2382) any malfunctioning mechanical equipment or any damage to the physical building or operations;
- (xx) Maintain log sheets on unusual occurrences such as: malfunctioning of mechanical equipment, damage to building contents, fire, problems with public etc. Copies of all log sheets must be submitted to the Building Service Supervisor once per week;
- (xxi) Perform other duties that may be assigned from time to time that are related to the security requirements of these premises.

E4.4 The Contractor shall provide appropriate and necessary management/supervision of all Contractor employees for the site and shall be solely responsible for instituting and invoking disciplinary actions in the event that an employee has been found to be not in compliance with the Contractor's policies and regulations.

- (a) The Contractor, in conjunction with Contract Administrator (Library Services Division), will develop a comprehensive set of Standing Orders. Standing Orders will document both general procedures and guidelines regarding working with a community approach as well as site specific responsibilities and instructions for each guard shift and assigned posts.

- (b) Standing Orders shall be prepared prior to the commencement of the Contract and must be reviewed and approved by Contract Administrator (Library Services Division) within fourteen (14) days from commencement of the Contractors services.
- (c) All Security Officers will be required to read and verify that they understand the Standing Orders.
- (d) The Contractor shall ensure hiring, training and administration of motivated professional employees that meet or exceed both the Contractor's and the Contract Administrator standards.
- (e) Security Officers / Supervisors are prohibited from carrying weapons of any kind, including but not limited to:
  - (i) Firearms;
  - (ii) Nightsticks;
  - (iii) Martial Arts Weapons/Equipment;
  - (iv) Batons;
  - (v) Chemical Spray Agents/Liquids.

E4.5 Security Officers assigned to the Contract will be required to establish and maintain effective working relationships with the Contract Administrator, Library administration and staff, downtown community agencies, Winnipeg Police, Fire Paramedic officers and the general public.

E4.6 The primary goal for Security officers assigned to the Contract is to maintain safety in a welcoming space, protecting Library staff, customers, material assets and City property during any serious incident or crisis situation. Security officers will always work to avoid harm.

## **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 a respectful and professional manner when dealing with staff and the public and shall without limitation ensure that employees:

- (a) behave without discrimination (ableist, sexist, trans or homophobic) or racial profiling;
- (b) behave in a courteous and polite manner (no profanity or excess noise) to City staff and other personnel and in accordance with the Library's customer service guidelines;
- (c) do not smoke within a City facility;
- (d) obey all posted safety rules;
- (e) use their own radio(s) or telephones or cellular telephones necessary for on-site communication;
- (f) when employees are in the facility, that it is kept secure from entry by unauthorized persons.

E5.2 The Contractor and their employees are prohibited from entering the premises of any location other than to perform the Work of this contract unless accompanied by appropriate 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 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 and the style of uniform will be dictated by the requirements of the Site.

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 available in both business style and casual style;
- (b) Business style uniform shall include:
  - (i) White/Blue shirt;
  - (ii) Tie;
  - (iii) Solid colour trousers or skirt;
  - (iv) Solid colour blazer;
  - (v) Parka;
  - (vi) Black polished shoes.
- (c) Casual style uniform shall include:
  - (i) Polo style shirt in white or blue;
  - (ii) Solid colour trousers;
  - (iii) Solid colour tunic;
  - (iv) Spring or Summer jacket;
  - (v) Parka;
  - (vi) Plain, good condition running shoes.

E6.3 Uniforms shall be well fitted, pressed, clean / tidy and odour free.

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

E6.4 All security guards / supervisors, provided under this Contract, shall maintain a clean and professional image.

E6.5 The Contractor shall supply as a minimum, the following additional items:

- (a) Individual body armour vests for each Security Guard assigned to the Contract that are lightweight, waterproof, concealable and that offer stab/puncture protection;
- (b) Kevlar gloves for each Security Guard assigned to the Contract that are lightweight and cut resistant;
- (c) Inclement (snow, sleet and rain) weather clothing and footwear for Sites requiring outside patrols;
- (d) Flashlights with a maximum of three (3) cells (no flashlight extension tubes for all Sites);
- (e) Forms, reports and writing materials which are not provided by the City;
- (f) Two (2) way radio or cell phone communication systems if not provided and readily available at a City Site.

E6.6 Earphones, ear-buds and any type of personal entertainment device that inhibits the guard(s) / supervisor(s) ability to perform the requirements of the Contract or communicate with City staff and citizens shall not be worn at any time during shifts.

## 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) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account:  
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity> ; or
  - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
  - (d) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- 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 Contact, 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.