



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 523-2025

PROVISION OF UNIFORMED SECURITY OFFICERS FOR CITY HALL COMPLEX AND CAMPUS

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 Provision of Uniformed Security Officers for City Hall Complex and Campus

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, September 26, 2025.
- B2.2 The Contract Administrator or the Manager of Purchasing 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 the Security Desk of the Susan A. Thompson Building located at 510 Main Street on September 10, 2025 at 9:00 a.m. or September 11, 2025 at 1:00 p.m. 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.

B4. ENQUIRIES

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

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.

B6.4 The Proponent is responsible for ensuring that they have 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 D5.

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 their 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 they wish 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 their 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.
- 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 their own name, their 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 their 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 their 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 their 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.
- B10.1.2 Prices stated in response to B10.1 shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D26. Any such costs shall be determined in accordance with D26.
- 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 The Proponent for the Work proposed shall provide:
- (a) A brief company history and organization summary which includes:
 - (i) Ownership structure;
 - (ii) Experience of the personnel directly responsible for the management and local supervision of the security personnel.
 - (b) A description of the recruitment and selection process used in hiring security officers. Include information pertaining to qualifications, experience and training.
 - (c) A description of the selection process for promoting staff to Site Supervisor position.
 - (d) The criteria used in selecting Officers and Supervisors being proposed for assignment to the Contract.
 - (e) A description of the methods and initiatives used to promote retention of trained and qualified staff.
 - (f) Photos and descriptions of uniforms that will be worn by Security Officers assigned to work under this Contract. Uniform details should include:
 - (i) Men's and Women's military and business style uniforms;
 - (ii) Seasonal wear;
 - (iii) Footwear Black tactical boot or shoes (no running shoes);
 - (iv) Equipment belts;
 - (v) Equipment that will be worn on an "as required" basis e.g. hats, rain jacket etc.;
 - (vi) Hi-Vis Personal Protective Body Armour NIJ Standard 0115.00, Edged Weapon and Spike Level 3.
 - (g) Provide copies (examples) of the reports that Security Officers are required to complete as part of their duties. This should include but not be limited to:
 - (i) Note books;
 - (ii) Occurrence reports;
 - (iii) Incident logs.
 - (h) Information regarding the company's process and procedures for:
 - (i) Report filing and maintenance;
 - (ii) Reports to location managers;
 - (iii) Reports to organizational managers.
 - (i) A description of the Proponents approach to Total Quality Management as it pertains to administrative controls, compliance with contracts and processes to monitor security services. The information should contain but not be limited to:
 - (i) Quality assurance;
 - (ii) Contract administration;
 - (iii) Audits;
 - (iv) Management inspection programs;
 - (v) Conduct and job performance standards;
 - (vi) Corrective action planning;
 - (vii) Follow-up reporting.

- (j) An explanation of any value-added features of programs not outlined elsewhere in the Proposal which are offered to enhance the firm's ability to effectively manage this Contract.
- (k) A transition for implementation should your firm be awarded a Contract for this work. Plan is to include tasks and timeframes.
- (l) At least five (5) references in which your company currently provides security services. These references are to be similar in scope of work, facility size and profile and service hours. Reference information should include:
 - (i) Company Name;
 - (ii) Company Address;
 - (iii) Name and contact information of the referenced Company's Contract Administrator;
 - (iv) Reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

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) N/A

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, Purchasing 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;

- (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); and
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B14.5 and D7);
- (e) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - ;
- (f) Ensure employees meet the following requirements:
 - (i) possess a valid Security Guard(s) License issued by the Province of Manitoba under the Private Investigator and Security Guards Act; and
 - (ii) possess a valid "Basic Rescuer "C" Cardiopulmonary Resuscitation Certificate". Instruction must have been provided by a qualified instructor through the St. John's Ambulance, Canadian Red Cross Society or training institutions which provide a recognized equivalent as allowed by the Province of Manitoba. Certificates must be valid throughout the duration of the Contract.

B14.4 Further to B14.3(d), the Proponent acknowledges that they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <https://accessibilityymb.ca/resources-events-and-training/online-training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B14.5 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.

B14.6 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.

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 their 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 their Proposal without penalty prior to the Submission Deadline.

B18. INTERVIEWS

B18.1 The Contract Administrator may, in their 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) 40%
- (d) Technical Plan. (Section C) 60%

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 Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

- B20.5.1 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 Further to B20.1(d), the Proponent will be evaluated based on the detailed responsiveness to the Technical Plan B11, including references deemed acceptable and confirmed by the Contract Administrator in accordance with B11.1(l).
- 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.
- B21.6 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.
- B21.7 Following issuance of the award letter a document package comprising the Contract Documents will be provided to the successful Proponent electronically.
- B21.8 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D27 shall immediately take effect upon confirmation of such funding, regardless of when the funding is confirmed.
- B21.9 Following the award of contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Contract Administrator.
- B21.10 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Contractor 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, Purchasing Division website at 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 Uniformed Security Officers for City Hall Complex and Campus for the period from January 1, 2026 until December 31, 2026 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 Proponent as a result of such negotiations.
- D2.1.2 Changes resulting from such negotiations shall become effective on January 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.
- D2.1.3 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, 2026.
- D2.3.1 In the event that Council does not approve the annual budget for any year during this Contract, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon one hundred and twenty (120) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made against the City for damages of any kind resulting from the termination, including, but not limited to, on the ground of loss of anticipated profit on Work.
- D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. COOPERATIVE PURCHASE

- D3.1 The Contractor is advised that this is a cooperative purchase.
- D3.2 The Contract Administrator may, from time to time during the term of the Contract, 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) kilometers 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. DEFINITIONS

- D4.1 When used in this Request for Proposal:
- (a) **“Proponent”** means any Person or Persons submitting a Proposal for Services;
 - (b) **“Supply Chain Disruption”** means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption.

- D4.2 Notwithstanding C1.1, when used in this Request for Proposal:

D5. CONTRACT ADMINISTRATOR

- D5.1 The Contract Administrator is:
- Wade Carriere
Corporate Security Manager
Telephone No. 204- 986-2173
Email Address.: wcarriere@winnipeg.ca
- D5.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D6. CONTRACTOR'S SUPERVISOR

- D6.1 Further to C6.22, 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 their employ.

D6.2 Before commencement of Work, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D6.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D7. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D7.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D7.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D7.1.2 The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;
- (c) reasonably accommodating assistive devices, support persons, and support animals;
- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

D8. SUPPLIER CODE OF CONDUCT

D8.1 The Contractor has reviewed and understands the City's Supplier Code of Conduct. This document is located at: <https://www.winnipeg.ca/media/4891>

D8.2 The Contractor agrees to comply with the Supplier Code of Conduct as it may be amended or replaced from time to time. The Contractor is responsible for periodically checking the above link for updates to the Supplier Code of Conduct. Contract signature on Form A: Bid/Proposal from the Contractor signifies agreement to the Supplier Code of Conduct which comes into effect once the Contract starts.

D8.3 If there is a conflict between the Contract and the Supplier Code of Conduct – the Contract will prevail.

D9. UNFAIR LABOUR PRACTICES

D9.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.

- D9.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D9.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D9.4 Failure to provide the evidence required under D9.3, may be determined to be an event of default in accordance with C18.
- D9.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D9.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D9.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D9.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D9.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

D10. INFORMATION MANAGEMENT

- D10.1 The following provisions are in addition to any preceding obligations of confidentiality contained in this document. All requirements apply to the Contractor. Further, where the Services &/or Work is being provided by a third party (either by a Subcontractor or authorized third party reseller), the Contractor represents and warrants that it will ensure that the third party meets all of the relevant requirements of the Information Management clauses and will assume responsibility and liability for the third party's compliance or non-compliance.
- D10.2 The Contractor acknowledges that The Freedom of Information and Protection of Privacy Act ("FIPPA") and Personal Health Information Act ("PHIA") imposes obligations on the City to collect, store, use, disclose, and destroy "personal information", as that term is defined in FIPPA, ("Personal Information") in the strictest of confidence and in accordance with FIPPA and PHIA.
- D10.3 The Contractor:
- (a) Shall be deemed to be an Information Manager as that term is defined in FIPPA;
 - (b) Shall be responsible to ensure that all Personal Information is collected, stored, used, disclosed or destroyed only and strictly in accordance with the Contract; and
 - (c) Shall, in respect of all Personal Information, implement and comply with the security requirements, controls, policies, and standards set out in the Contract and the Specifications.

- D10.4 While this Contract is in effect, and at all times thereafter, the Contractor shall treat as confidential any and all Confidential Information which it acquires or that is collected, stored, used, disclosed or destroyed, or to which it is given access, or which in any other way it comes into possession or knowledge of, during the course of the performance of the Contract. For the purposes of this Contract, Personal Information shall be considered to be Confidential Information.
- D10.5 The Contractor shall comply with section 44.1 of FIPPA, and more generally, any collection, storage, use, disclosure or destruction of Personal Information by the Contractor shall be in compliance with FIPPA and PHIA.
- D10.6 Further to C23 of the General Conditions, all Confidential Information is and shall remain the property of the City.
- D10.7 The Contractor shall not disclose or appropriate to their own use, or to the use of any third party, all or any part of the Confidential Information without the prior written consent of the Contract Administrator. The Contractor shall not at any time make any public announcement, press release, or statement of fact or opinion regarding the Bid Opportunity, the Contract, the Work, the City, or the Confidential Information without the prior written consent of the Contract Administrator.
- D10.8 While this Contract is in effect and at all times thereafter the Contractor shall: (a) only collect, store, use, disclose or destroy the Confidential Information for the purposes expressly permitted by the City, and only to the extent necessary to perform its obligations under this Contract:
- (a) ensure that access to the Confidential Information is only provided or permitted a "need to know" basis, and that access, when given, shall be the minimum amount necessary to accomplish the task;
 - (b) not disclose or permit the disclosure of the Confidential Information or any copies thereof, whether in whole or in part, in any form or medium, to any third party, including Subcontractors or agents, without the prior written consent of the Contract Administrator;
 - (c) not reproduce any Confidential Information, in whole or in part, in any form or medium, without the express prior written consent of the Contract Administrator; and
 - (d) inform its Subcontractors of the obligations imposed upon it under this Contract and FIPPA, and shall take whatever steps are necessary to ensure that all of its Subcontractors comply with those obligations, including (but not limited to) binding said Subcontractors to terms no less strict than those herein through written confidentiality agreements.
- D10.9 The Contractor shall put into place reasonable security arrangements, including administrative, technical, and physical safeguards that ensure the confidentiality and security of the Confidential Information. The standard of such security arrangements shall be the greater of:
- (a) the standards the Contractor has in place to protect its own confidential information; or
 - (b) the standards imposed on the Contractor by the Contract Administrator.
- D10.10 Upon becoming aware of any unauthorized use or handling of the Confidential Information (a "Confidentiality Breach"), the Contractor shall immediately notify the Contract Administrator in writing, take all reasonable steps to prevent the recurrence of any such Confidentiality Breach, and notify the Contract Administrator of said steps in writing.
- D10.11 Upon receiving a subpoena or other validly issued administrative or judicial order seeking Confidential Information, the Contractor shall provide the Contract Administrator with prompt notice thereof, deliver a copy of its proposed response to the Contract Administrator, and thereafter be entitled to comply with the demand to the extent permitted or required by law (unless the demand has been time-limited, quashed, or extended). The Contractor shall cooperate with the Contract Administrator in the defense of the demand, if so requested by the Contract Administrator.
- D10.12 The Contractor shall, and shall ensure its Subcontractors, comply with all directives issued by the Contract Administrator with respect to safeguarding or otherwise ensuring the confidentiality

of the Confidential Information, and shall cooperate with the Contract Administrator so that the Contract Administrator can verify that the Contractor has complied, and is complying, with its obligations hereunder.

SUBMISSIONS

D11. AUTHORITY TO CARRY ON BUSINESS

- D11.1 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.

D12. SAFE WORK PLAN

- D12.1 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.
- D12.2 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, Purchasing Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D13. INSURANCE

- D13.1 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, 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) maintain and pay for an Employee Dishonesty Bond in an amount not less than ten thousand dollars (\$10,000.00) covering all of the Contractor's employees, agents and subcontractors involved in providing the services, for any direct loss of money or other property caused by a fraudulent or dishonest act, or acts of the Contractor, Contractor's employees, agents or subcontractors. The Contractor is to provide a certified true copy of the Bond, satisfactory to the Contract Administrator, prior to the commencement of work.
- D13.2 Deductibles shall be borne by the Contractor.
- D13.3 All policies shall be taken out with insurers duly licensed to carry on business in the Province of Manitoba.
- D13.4 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.
- D13.5 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.

D13.6 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.

D14. CONTRACT SECURITY

D14.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract security for the initial term of the Contract, and then each subsequent extension term in the form of:

- (a) performance bond of a company registered to conduct the business of a surety in Manitoba, in the amount of ten percent (10%) of the Contract Price for the initial term or extension term; or
- (b) labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in an amount equal to ten percent (10%) of the Contract Price for the initial term or extension term; 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 ten percent (10%) of the Contract Price for the initial term or extension term.

D14.1.2 Bonds are available at:

- (a) Performance Bond <https://www.winnipeg.ca/media/4928/>
 - (i) Performance Bond – Schedule A - Form of Notice
<https://www.winnipeg.ca/media/4831/>
 - (ii) Performance Bond – Schedule B – Surety's Acknowledgement
<https://www.winnipeg.ca/media/4832/>
 - (iii) Performance Bond – Schedule C – Surety's Position
<https://www.winnipeg.ca/media/4833/>
- (b) Labour & Material Payment Bond <https://www.winnipeg.ca/media/4930/>
 - (i) L&M Bond – Schedule A – Notice of Claim
<https://www.winnipeg.ca/media/4834/>
 - (ii) L&M Bond – Schedule B – Acknowledgement of a Notice
<https://www.winnipeg.ca/media/4835/>
 - (iii) L&M Bond – Schedule C – Surety's Position
<https://www.winnipeg.ca/media/4836/>

D14.1.3 Bidders are advised that, as each Extension Term of the Contract may be subject to a different Contract Price, the Contractor shall submit adequate contract security for the initial term and then each extension term, which may be done through the cancellation and reissuance of contract security, or the revision of previously issued contract security via a rider.

D14.1.4 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 D14.1.4(b).
- D14.1.5 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.
- D14.1.6 Digital bonds passing the verification process will be treated as original and authentic.
- D14.1.7 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.
- D14.2 The Contractor shall provide the Contract Administrator identified in D5 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

D15. COMMENCEMENT

- D15.1 The Contractor shall not commence any Work until they are in receipt of a notice of award from the City authorizing the commencement of the Work.
- D15.2 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 D11;
 - (ii) evidence of the workers compensation coverage specified in C6.17;
 - (iii) the Safe Work Plan specified in D12;
 - (iv) evidence of the insurance specified in D13;
 - (v) the contract security specified in D14; and
 - (vi) the direct deposit application form specified in D22.1.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D15.3 The Contractor shall not commence the Work on the Site before January 1, 2026.

D16. LIQUIDATED DAMAGES

- D16.1 If the Contractor fails to achieve the Work of the Contract in accordance with Part E and within the time(s) specified in Part E, the Contractor shall pay the City One Thousand dollars (\$1,000.00) per Working Day for each and every Working Day following the day fixed herein until the work is completed.
- D16.2 The amount specified for liquidated damages in D16.1 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.
- D16.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D17. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D17.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration delivery requirements and schedule identified in the Contract, in close consultation with the Contract Administrator.

- D17.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, 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.
- D17.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to Supply Chain Disruption, including but not limited to evidence related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D17.4 For any delay related to Supply Chain Disruption 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 D17.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D17.5 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

CONTROL OF WORK

D18. DEFICIENCIES

- D18.1 Further to C11.7, the Contract Administrator may order the Contractor to alter or improve their methods, to increase or improve their Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, performed satisfactorily; or
 - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.

D19. ORDERS

- D19.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.
- D19.2 The Contractor shall provide an official company e-mail address, local or toll-free telephone number at which they may be contacted 24 hours per day Sunday to Saturday throughout the year.
- D19.3 An answering machine is acceptable, provided the Contractor returns calls within fifteen (15) minutes of a message from the City.
- D19.4 Further to D6.2.1 the Contractor shall provide a written or verbal response to all communications received from the Contract Administrator.

D20. RECORDS

- D20.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D20.2 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.
- D20.3 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.

INVOICES & MEASUREMENT AND PAYMENT

D21. INVOICES

D21.1 Further to C12, the Contractor:

- (a) shall submit invoices for Work performed in accordance with the instruction on the City's website at: <https://www.winnipeg.ca/finance/corporate-accounts-payable.stm>; and
- (b) should copy the Contract Administrator on submission of its invoice.

D21.2 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.

D21.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D22. PAYMENT

D22.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

D23. PAYMENT SCHEDULE

D23.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D24. WARRANTY

D24.1 Notwithstanding C13, Warranty does not apply to this Contract.

DISPUTE RESOLUTION

D25. DISPUTE RESOLUTION

D25.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D25.

D25.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D25.3 The entire text of C21.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit his written Appeal Form, in the manner and format set out on the City's Purchasing Division Website, to the Chief Administrative Officer, and to

the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in his Appeal Form.

- D25.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):
- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
 - (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
 - (i) The Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
 - (iii) Department Head.
- D25.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D25.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D25.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D25.4.1 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D25.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

THIRD PARTY AGREEMENTS

D26. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D26.1 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.
- D26.2 Further to D26.1, in the event that the obligations in D27 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.
- D26.3 For the purposes of D 27:
- (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.
- D26.4 Modified Insurance Requirements

- D26.4.1 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 subcontractors and subconsultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.
- D26.4.2 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.
- D26.4.3 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.
- D26.4.4 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.
- D26.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D26.5 Indemnification By Contractor

- D26.5.1 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.
- D26.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;
- in relation to this Contract or the Work.

D26.6 Records Retention and Audits

- D26.6.1 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.
- D26.6.2 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 D26.6.1 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.

D26.7 Other Obligations

- D26.7.1 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.
- D26.7.2 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.
- D26.7.3 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.
- D26.7.4 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.
- D26.7.5 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.
- D26.7.6 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.

ADJUSTMENTS FOR CHANGES IN LAWS, TAXES, OR TARIFFS

D27. ADJUSTMENTS FOR CHANGES IN LAWS, TAXES, OR TARIFFS

- D27.1 Further to C12.4 and subject to C6.13, the Contract Price shall be adjusted if any change in a law or tax imposed under the Excise Act, the Excise Tax Act, the Customs Act, the Customs Tariff, The Mining Tax Act (Manitoba), or The Retail Sales Act (Manitoba), by an act of the Congress of the United States of America, or by Executive Order by the President of the United States under the International Emergency Economic Powers Act of the United States of America or similar legislation:
- (a) occurs after the Submission Deadline;
 - (b) applies to Material; and
 - (c) affects the cost of the Material to the Contractor.
- D27.2 Further to C12.5, if a change referred to in C12.4 occurs, the Contract Price shall be increased or decreased by an amount equal to the amount that is established, by an examination of the

relevant records of the Contractor, to be the increase or decrease in the cost incurred that is directly attributable to the change, and which the Contractor has proven to the Contract Administrator represents the minimum amount of increase necessary in order to obtain necessary Material or Plant and reducing or eliminating the increase in Contract Price, up to and including entering into purchase agreements with vendors located in other jurisdictions, in order for Contractor to be able to avail itself of the increase in Contract Price permitted under this clause.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Site specific security tours and responsibilities are to be outlined with the successful proponent prior to the start of the Contract.
- 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.
- E1.4 Proponents and/or any Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall obtain Security Clearances in accordance with F1.1.

E2. SERVICES

- E2.1 The Contractor shall perform security services in accordance with the requirements hereinafter specified.
- (a) One (1) Site Security Supervisor – Monday to Friday (excluding holidays) 06:30 a.m. to 07:30 p.m.
 - (b) Eleven (11) Security Officers – Monday to Friday (excluding holidays) 06:30 a.m. to 07:30 p.m.
 - (c) Additional Security Officers as required to meet the minimum staffing requirements, and to fulfill events and other special duties as required.
- E2.2 The major components and scope of Work related to the Provision of Uniformed Officers for City Hall Complex and Campus, for the purposes of this contract, facilities included in the Campus description are:
- (a) Susan A. Thompson Building (510 Main Street);
 - (b) Council Building (510 Main Street);
 - (c) Central Courtyard (510 Main Street);
 - (d) Mandarin Building (185 King Street);
 - (e) Dynasty Building (180 King Street);
 - (f) Confederation Building (457 Main Street);
 - (g) Foot Patrol Walking Route.
- E2.3 The major components of the Work for the Susan A. Thompson Building are as follows:
- (a) Stationary Security Officers shall be in position on the Main Floor, Susan A. Thompson Building, 510 Main Street from 06:30 a.m. to 07:30 p.m. at the security desk, Monday to Friday (excluding holidays). At no time during the shift shall the position be vacant.
 - (b) Enforcing building access procedures related to established systems, policies and processes.
 - (c) Monitoring and responding to base building intrusion detection alarms, personal distress alarms and fire alarms from 06:30 a.m. to 07:30 p.m. (excluding holidays), Monday to Friday.
 - (d) Lock/unlock doors as identified in Post Orders and Standard Operating Procedures.

- (e) Enforce various policies and regulations in accordance with the By-laws governing the various meetings that occur in the Susan A. Thompson Building and respond as necessary to support other life safety duties as identified in Post Orders and Standard Operating Procedures.
- (f) Monitoring of closed-circuit television systems.
- (g) Conduct bag/parcel searches as required.
- (h) As required, ensure all identified properties are stored within the provided lockers as directed by Post Orders and Standard Operating Procedures.
- (i) Inform and provide direction to visitors concerning policies and procedures regarding access to the facility.
- (j) Patrolling the upper and lower floors on the facility throughout their shift.
- (k) Conduct regular interior and exterior patrols of the facility.
- (l) Responding to requests from authorized personnel to assist in removing individuals from the property.
- (m) Removing unruly, disruptive or abusive individuals from the property.
- (n) Provide written patrol reports including occurrence and incident reports.
- (o) Liaise with the Winnipeg Police Service, as required.

E2.4 The major components of the Work for the Council Building are as follows:

- (a) Stationary Security Officers shall be in position on the Main Floor, Council Building, 510 Main Street from 06:30 a.m. to 07:30 p.m. at the security desk, Monday to Friday (excluding holidays). At no time during the shift shall the position be vacant.
- (b) Enforcing building access procedures related to established systems, policies and processes.
- (c) Monitoring and responding to base building intrusion detection alarms, personal distress alarms and fire alarms from 06:30 a.m. to 07:30 p.m. (excluding holidays), Monday to Friday.
- (d) Lock/unlock doors as identified in Post Orders and Standard Operating Procedures.
- (e) Enforce various policies and regulations in accordance with the By-laws governing the various meetings that occur in the Council Building and respond as necessary to support other life safety duties as identified in Post Orders and Standard Operating Procedures.
- (f) Monitoring of closed-circuit television systems.
- (g) Conduct bag/parcel searches as required.
- (h) As required, ensure all identified properties as stored within the provided lockers as directed by Post Orders and Standard Operating Procedures.
- (i) Inform and provide direction to visitors regarding policies and procedures regarding access to the facility.
- (j) Patrolling the upper and lower floors on the facility throughout their shift.
- (k) Conduct regular interior and exterior patrols of the facility.
- (l) Responding to requests from authorized personnel to assist in removing individuals from the property.
- (m) Removing unruly, disruptive or abusive individuals from the property.
- (n) Provide written patrol reports including occurrence and incident reports.
- (o) Liaise with the Winnipeg Police Service, as required.
- (p) Provided additional Security Officers as required to meet operational requirements for the various meetings and events that occur within this facility.

E2.5 The major components of the Work for the Mandarin Building (185 King Street) are as follows:

- (a) Stationary Security Officers post placement as required under direction of the Corporate Security Division;
 - (b) Monitoring and responding to base building intrusion detection alarms, personal distress alarms and fire alarms, from 06:30 a.m. to 7:30 p.m. excluding holidays Monday to Friday;
 - (c) Lock/Unlock doors as identified in Post Orders and Standard Operating Procedures;
 - (d) Enforce various policies and regulations in accordance with By-Laws the various meetings that occur with this facility, and respond as necessary to support other life safety duties as identified in the Post Orders and Standard Operating Procedures;
 - (e) Monitoring of closed-circuit television systems;
 - (f) Inform and provide direction to Staff and Visitors, concerning policies and procedures regarding access to the facility;
 - (g) Conduct regular interior/exterior patrols of the facility as required;
 - (h) Responding to requests from authorized personnel to assist in removal of individual from the property;
 - (i) Provide written reports including occurrence and incident reports;
 - (j) Liaise with Winnipeg Police Services as required.
- E2.6 The major components of the Work for the Dynasty Building (180 King Street) are as follows:
 - (a) Respond to calls for service from the Civic Offices on the 4th and 5th floors;
 - (b) General patrols of the bicycle cage located near the community garden space, directly adjacent to King Street.
- E2.7 The major components of the Work for the Confederation Building (457 Main Street) are as follows:
 - (a) Stationary Security Officers post placement as required under direction of the Corporate Security Division;
 - (b) Monitoring and responding to base building intrusion detection alarms, personal distress alarms and fire alarms, from 06:30 a.m. to 7:30 p.m. excluding holidays Monday to Friday;
 - (c) Lock/Unlock doors as identified in Post Orders and Standard Operating Procedures;
 - (d) Enforce various policies and regulations in accordance with By-Laws the various meetings that occur with this facility, and respond as necessary to support other life safety duties as identified in the Post Orders and Standard Operating Procedures;
 - (e) Monitoring of closed-circuit television systems;
 - (f) Inform and provide direction to Staff and Visitors, concerning policies and procedures regarding access to the facility;
 - (g) Conduct regular interior/exterior patrols of the facility as required;
 - (h) Responding to requests from authorized personnel to assist in removal of individual from the property;
 - (i) Provide written reports including occurrence and incident reports;
 - (j) Liaise with Winnipeg Police Services as required.
- E2.8 The major components of the Foot Patrol Walking Route are as follows:
 - (a) Security Officers foot patrol route as determined and directed by the Corporate Security Division;
 - (b) Walking route identified in Post Orders and Standard Operating Procedures.
- E2.9 The Contractor shall provide appropriate and necessary management/supervision to all Contract employees for City Hall Complex and Campus 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 the Contract Administrator, will develop a comprehensive set of Post Orders. Post Orders will document both general procedures as well as site specific responsibilities.
- (b) Post Orders shall be prepared prior to the commencement of the Contract and must be reviewed and approved by the Contract Administrator within fourteen (14) days from commencement of Contractor's services.
- (c) All Security Officers assigned to the Work will be required to read and verify that they understand the Post Orders.
- (d) The Contractor shall ensure hiring, training and administration of motivated professional employees that meet or exceed both the Contractor's and the Contract Administrator's 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 or Equipment;
 - (iv) Batons;
 - (v) Chemical Spray Agents/Liquids.

- E2.10 The Contractor shall provide Security Officers/Supervisors who are fluent in English. If the Contractor has bilingual Officers, they may be called upon.
- E2.11 The Contractor shall agree to remove any Security Officer/Supervisor from the Work deemed to be unsatisfactory or undesirable as determined by the Contract Administrator or his/her designate.
- E2.12 The Contractor shall respond as necessary to accommodate additional duty hours as may be requested by the Contract Administrator or his/her designate to meet changes in operational requirements as shown in D5.1.

E3. EMPLOYEE BEHAVIOUR AND SUPERVISION

- E3.1 The Contractor shall provide adequate supervision to its employees and shall ensure that all such employees conduct themselves in a manner appropriate to people and shall, without limitation, ensure that employees:
- (a) Behave in a courteous and polite manner (no profanity or excess noise) to City staff or others that they encounter in the process of providing services;
 - (b) Do not smoke within City facilities;
 - (c) Obey all posted safety rules;
 - (d) Leave all furnishings, equipment, etc. moved during patrols or inspections, in an "as found" condition upon completion of their work;
 - (e) Use their own radios(s) or cellular devices necessary for onsite communication;
 - (f) When employees are in the facility, that it is kept secure from entry by unauthorized persons.
- E3.2 The Contractor and their employees are prohibited from entering the premises of any location other than to perform the Work of this contract unless accompanied by plant staff. The Contractor and their employees will not be allowed to operate equipment other than described in this Contract.

E4. UNIFORMS, APPEARANCE AND PERSONAL SUPPLIES

- E4.1 All Security Officers/Supervisors, provided under this Contract, shall be uniformed and the style of uniform will be dictated by the requirements of each Site.

- E4.2 Uniforms shall identify the Contractors name and/or logo. Security Officers/Supervisors must have a laminated photo identification badge, which will be visible at all times. All Security Officers/Supervisors must be fully and properly uniformed while on duty. The Contractor shall have a procedure in place to ensure on-duty Security Officers/Supervisors uniforms meet the following minimum requirements:
- (a) Uniforms shall be available in both Business and Military style;
 - (b) Military style uniform shall include:
 - (i) White shirt for Security Supervisor and Grey or Navy for Security Officers, shirt (button-up style) summer and winter dress if available (Short / Long Sleeve option);
 - (ii) Solid colour tie;
 - (iii) Solid colour trousers, Cargo style black;
 - (iv) Plain Leather (Black) inner Garrison Belt with Nickel Buckle;
 - (v) Tactical sweater / commando style (military sweater (pull-over or full zip);
 - (vi) Multi-Season jacket, 3 to 5 way, hi-vis style for multi season use;
 - (vii) Parka (Hi-Vis);
 - (viii) Black tactical boot high or mid cut, or shoe (absolutely no running shoes, unless specifically approved through the Contract Administrator.);
 - (ix) Hi-vis safety vest (yellow-with appropriate security identifiers);
 - (x) Ball cap with Company identifier and security services identifier;
 - (xi) Toque or other winter appropriate headwear with company logo and security identifier;
 - (xii) Winter gloves;
 - (xiii) Hi-Vis (outer Shell) Personal Protective Body Armour NIJ Standard 0115.00, Edged Weapon and Spike Protection (or equivalent to established safety standard);
 - (xiv) Concealable Personal Protective Body Armour, NIJ Standard 0115.00 (or equivalent) available for specific designated positions, i.e. Council Building Chamber sergeant;
 - (xv) Shoulder Epaulettes w/ appropriate rank identifiers for supervisory / special, staff positions (i.e. Council Chamber Sergeant);
 - (xvi) Shoulder flashes (patch) with company identified;
 - (xvii) All other required security identifiers as established through Manitoba Justice and Legislation (Private Investigators and Security Guards Act).
- E4.3 Uniforms shall be fitted, pressed, clean/tidy and odour free.
- (a) The Contractor shall ensure that the Security Officers/Supervisors are fully aware and properly attired while on duty.
 - (b) Shoes shall be cleaned and always polished (if shoes are chosen / approved over tactical footwear).
- E4.4 All Security Officers/Supervisors, provided under this Contract, shall always maintain a clean and professional image while on duty.
- E4.5 The Contractor shall supply as a minimum, the following additional items as necessitated by each site:
- (a) Inclement (snow, sleet and rain) weather outerwear for sites requiring exterior patrols shall be either personally issued or general use by on-site security personnel;
 - (b) Flashlights with a maximum of three (3) cells;
 - (c) Forms, reports and officer log / notebooks are not provided by the City for specific sites. Security Officers must maintain and be provided with fresh notebooks upon exhausting use of completed books. It is the Contractors' responsibility to acquire, and store used notebooks related to future need and company disposal guidelines;

- (d) Two (2) way radios or cellular device communication systems where not provided or readily available at City sites. Use of pay telephones is not an acceptable alternative;
 - (e) Incident reporting software with access by the Contract Administrator, through a management dashboard or other web-based software client, for the monitoring of and analysis of reports, etc.
- E4.6 Earphones, ear buds or any other type of personal entertainment device that inhibits the Security Officers/Supervisors ability to perform the requirements of the Contract or the ability to communicate with City staff or citizens shall not be worn at anytime while on duty.
- E4.7 Security Guard Training - In addition to the minimum basic standard of training for security officers, the proponent shall have offerings and be able to demonstrate / ensure that security officers are equipped with training to deal with site specific scenarios, with a focus on customer service and public safety, within the first 2 months of contract initiation, specifically:
 - (a) Crisis Management and De-escalation techniques;
 - (b) Narcan / Naloxone (opioid poisoning response and intervention);
 - (c) First Aid (including Mental Health First Aid);
 - (d) Cultural Sensitivity (indigenous awareness) training;
 - (e) Managing aggressive behaviours.
- E4.8 The contractor shall provide the Contract Administrator with a listing of course offerings, which may be viewed for specific relevancy and to include in available security officer training, to enhance their skills on-site.

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 their 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 Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Bidder/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.