



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 486-2007**

**PROVISION OF SECURITY SERVICES FOR 700 ASSINIBOINE PARK DRIVE**

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## **PART B - BIDDING PROCEDURES**

### **B1. PROJECT TITLE**

B1.1 PROVISION OF SECURITY SERVICES FOR 700 ASSINIBOINE PARK DRIVE

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, July 12, 2007.

B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. SITE INVESTIGATION**

B3.1 Further to C3.1, the Bidder may make an appointment to view the Site by contacting the Contract Administrator.

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

### **B4. ENQUIRIES**

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

B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B5. ADDENDA**

B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B6. SUBSTITUTES**
- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and 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 Substantial Performance and Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B14.

B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

**B7. BID SUBMISSION**

B7.1 The Bid shall consist of the following components:

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

B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.

B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.

B7.4 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.

B7.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, may result in the Bid being determined to be non-responsive.

B7.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.

B7.7 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:

The City of Winnipeg  
Corporate Finance Department  
Materials Management Branch  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

B7.7.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.

B7.8 If the Bid is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.

B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

**B8. BID**

B8.1 The Bidder shall complete Form A: Bid, making all required entries.

B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;

- (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
  - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
  - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.
- B8.4.2 All signatures shall be original.
- B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

## **B9. PRICES**

- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 Notwithstanding C11.1.1, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B9.2 The City shall not pay overtime for the shift hours as defined in the specifications of this Work.
- (a) Should the City deviate/change the shift hours or if short/unreasonable times (less than twenty-four (24) hours is given by The City, which results in an overtime situation under the Manitoba Labour Code) then The City shall pay overtime at the rates specified on the Form B: Prices.
- B9.3 Statutory and Civic Holiday rates shall only apply when the Work is scheduled on the following holidays. This list is conditional to any changes in Federal and Provincial Legislation.
- (a) New Year's Day;
  - (b) New February holiday;
  - (c) Good Friday;
  - (d) Victoria Day;
  - (e) Canada Day;
  - (f) Civic Holiday (August);
  - (g) Labour Day;
  - (h) Thanksgiving Day;
  - (i) Remembrance Day;

- (j) Christmas Day;
- (k) Boxing Day.

B9.4 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B9.5 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. QUALIFICATION**

B10.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B10.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

B10.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B10.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

## **B11. OPENING OF BIDS AND RELEASE OF INFORMATION**

B11.1 Bid Submissions will not be opened publicly.

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



B11.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B11.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, The Freedom of Information and Protection of Privacy Act (Manitoba), or by other authorities having jurisdiction, or by law.

## **B12. IRREVOCABLE BID**

B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B12.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

## **B13. WITHDRAWAL OF BIDS**

B13.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B13.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Bid until after the Submission Deadline has elapsed;
- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.

B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

## **B14. EVALUATION OF BIDS**

B14.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B6.

B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid 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 Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.

B14.4 Further to B14.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B14.5 This Contract will be awarded as a whole.

## **B15. AWARD OF CONTRACT**

B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:

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

B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.

B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.

B15.4 Notwithstanding C4.1, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.

B15.5 The Contract Documents, as defined in C1.1(n), in their entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that they are not necessarily attached to or accompany said Purchase Order.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

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

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

#### **D2. SCOPE OF WORK**

D2.1 The Work to be done under the Contract shall consist of the Provision of Security Services for 700 Assiniboine Park Drive for the period of September 1, 2007 to December 31, 2008.

D2.2 The Work shall be done on a scheduled and "as required" basis during the term of the Contract.

(a) 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.

(b) The City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2007.

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 grounds of loss of anticipated profit on Work.

#### **D3. DEFINITIONS**

D3.1 When used in this Bid Opportunity:

(a) "**User**" means a person, department or other administrative unit of the City authorized by the contract Administrator to order Work under this Contract;

#### **D4. CONTRACT ADMINISTRATOR**

D4.1 The Contract Administrator is the Service Security Officer, represented by:

Sergeant Rich Lowen  
Service Security Office  
151 Princess Street  
Winnipeg, MB  
R3C 2Z7

Telephone No. (204) 803-4084

Facsimile No. (204) 986-3267

D4.2 Before commencement of Work, Sgt. Lowen will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

#### **D5. CONTRACTOR'S SUPERVISOR**

D5.1 Before commencement of Work, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

- D5.1.1 The 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.

## **SUBMISSIONS**

### **D6. AUTHORITY TO CARRY ON BUSINESS**

- D6.1 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.

### **D7. INSURANCE**

- D7.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
  - (b) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work;
- D7.2 Deductibles shall be borne by the Contractor.
- D7.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D7.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.
- D7.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

### **D8. SECURITY CLEARANCE**

- D8.1 The City will conduct a Level Two Security Clearance Check, for any individual proposed to perform Work under the Contract at Winnipeg Police Service facilities.
- D8.2 The Contractor shall provide the Contract Administrator with a list of individuals proposed to perform Work under the Contract at Winnipeg Police Service facilities:
- (a) within five (5) Business Days of the Award of Contract; or
  - (b) in the case of additional or replacement individuals during the term of the Contract, at least thirty (30) Calendar Days before each individual is proposed to commence Work at Winnipeg Police Service facilities.
- D8.3 Each individual or Contractor proposed to perform Work under the Contract at Winnipeg Police Service facilities shall provide:
- (a) A list of names (including maiden names), addresses, dates of birth and telephone numbers of all immediate family members including stepbrothers, stepsisters, half-brothers and half-sisters, and their spouses, common-law spouses, boyfriends, girlfriends and their family members. The list should be typed in the following format:

John James SMITH  
123 Anywhere Street  
Winnipeg, Manitoba

Dob: 45 Aug 24 (father)  
555-5555

- (b) A list of names, addresses, dates of birth and telephone numbers of four closest friends. Include information indicating when, where and how they met. The list should be typed in the following format:

Joseph James SMITH  
789 Anywhere Street  
Winnipeg, Manitoba  
When they met:  
Where they met:  
How they met:

Dob: 46 Aug 4 (best friend)  
555-5555

- (c) The name, title or position, and telephone number of the immediate supervisor.
- (d) A list of every past address, including the dates of residence, the names of any persons with whom the residence was shared and the reason for moving.
- (e) Identification - driver's license (with photo), birth certificate or social insurance number (SIN).
- (a) Photocopies of the identification must be legible, signed as true copies and witnessed by the contact person stated on Paragraph 3 Form A: Bid.
- (f) A completed Form P-608: Security Clearance Check authorization form.
- (a) Signature of Witness shall be signed by the contact person stated on Paragraph 3 Form A: Bid.
- (g) A cheque made payable to the City of Winnipeg in the amount of one hundred and eighty dollars (\$180.00).

D8.4 Each individual shall submit the required information, form and payment to the Winnipeg Police Service Division 30 Clerk at Main Floor, 151 Princess Street:

- (a) within five (5) Business Days of the Award of Contract; or
- (b) in the case of an additional or replacement individual during the term of the Contract, at least thirty (30) Calendar Days before the individual is proposed to commence Work at Winnipeg Police Service facilities.

D8.5 Any individual for whom a satisfactory Level Two Security Clearance is not obtained will not be permitted to perform any Work within Winnipeg Police Service facilities.

D8.6 Any satisfactory Security Clearance obtained thereby will be deemed valid for two (2) years from the date of clearance, subject to a repeated Security Clearance Check as hereinafter specified.

- (a) Each individual doing Work in a Winnipeg Police Service Facility shall provide identification upon entry to verify they have received a Level Two security clearance.

D8.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require a further Security Clearance Check. Any individual who fails to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check will not be permitted to continue to perform Work under the Contract at Winnipeg Police Service Facilities.

D8.8 Any individual who fails to obtain a satisfactory Security Clearance Check may request reconsideration by writing to:  
Winnipeg Police Service  
Division 30  
Service Security  
Attn: Service Security Officer

151 Princess Street  
Winnipeg, Manitoba  
R3B 1L1

- (a) There is no additional fee for the application for reconsideration.

## **CONTROL OF WORK**

### **D9. COMMENCEMENT**

- D9.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D9.2 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 D6;
    - (ii) evidence of the workers compensation coverage specified in C6.14;
    - (iii) evidence of the insurance specified in D7; and
    - (iv) the security clearances specified in D8.
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

### **D10. LIQUIDATED DAMAGES**

- D10.1 If the Contractor fails to provide the Work in accordance with the requirements of the Contract, the Contractor shall pay the City forty dollars (\$40.00) per Working Hour for each and every Working Hour that the Contractor fails to provide the security services in accordance with the requirements of the contract.
- D10.2 The amount specified for liquidated damages in D10.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not provide the security service in accordance with the requirements of the contract.
- D10.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

### **D11. ORDERS**

- D11.1 The Contractor shall provide a local Winnipeg telephone number or a toll free telephone number at which orders for service(s) may be placed.

### **D12. JOB MEETINGS**

- D12.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D12.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

**D13. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

D13.1 Further to C6.23, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

**D14. SAFETY**

D14.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

D14.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.

D14.3 The Contractor shall do whatever is necessary to ensure that:

- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
- (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
- (d) adequate sanitation measures are taken and facilities provided with respect to the Work.
- (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
- (f) fire hazards in or about the Work are eliminated;

**D15. RECORDS**

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

D15.2 The Contractor shall record, as a minimum;

- (a) User name(s) and addresses;
- (b) Order date(s);
- (c) Service date(s); and
- (d) Description and quantity of services provided.

D15.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

**MEASUREMENT AND PAYMENT**

**D16. PAYMENT**

D16.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D16.2 Further to C11 effective January 1, 2007 the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**D17. INVOICES**

D17.1 Further to C11, the Contractor shall submit an invoice for the Work performed pursuant to each order.



- D17.2 Further to C22.2, the Contractor shall submit invoices to the location designated at the time of ordering.
- D17.3 Invoices must clearly indicate, as a minimum:
- (a) The City's order number;
  - (b) Date(s) of provision of services;
  - (c) Location at which service was provided;
  - (d) Type and quantity of services provided;
  - (e) Statutory and Civic Holiday time shown separate;
  - (f) The amount payable with GST and MRST shown as separate amounts, and
  - (g) The Contractor's GST registration number.
- D17.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.



# WINNIPEG POLICE SERVICE SECURITY CLEARANCE CHECK SERVICES – DIVISION 30

**NAME OF EMPLOYER &  
BUSINESS ADDRESS:**

NATURE OF WORK BEING DONE FOR WINNIPEG POLICE SERVICE:  
PROVISION OF SECURITY SERVICES FOR 700 ASSINIBOINE PARK DRIVE

**WARNING: ANY FALSE OR INCOMPLETE INFORMATION MAY RESULT IN REJECTION OF THIS APPLICATION**

**EMPLOYEE INFORMATION**

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

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

MALE  FEMALE

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

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

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

**AUTHORIZATION**

I, \_\_\_\_\_ hereby authorize any employer or other person, to whom a duplicate or photocopy of this document is provided, to furnish any information, opinions, reports, records or copies which may be requested by the Winnipeg Police Service, in connection with the undersigned's application for a security check as a person contracted or associated with the Winnipeg Police Service.

I consent to the collection, use, disclosure, transmittal and examination of all information compiled by the Winnipeg Police Service. I agree to waive any right of action against any person or institution providing information or opinions in compliance with this authorization.

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

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

\_\_\_\_\_  
Date

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

**RESULT OF CHECK:**

\_\_\_\_\_ NO POLICE RECORD OF CRIMINAL CONVICTIONS WAS ASSOCIATED TO ANY SUBJECT WITH THE SAME NAME AND DATE OF BIRTH.

\_\_\_\_\_ AN OUTSTANDING CRIMINAL CHARGE AWAITING COURT DISPOSITION WAS ASSOCIATED TO A SUBJECT WITH THE SAME NAME AND DATE OF BIRTH.

\_\_\_\_\_ A POLICE RECORD OF CRIMINAL CONVICTIONS WAS ASSOCIATED TO A SUBJECT WITH THE SAME NAME AND DATE OF BIRTH.

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

\_\_\_\_\_  
Date

## **PART E - SPECIFICATIONS**

### **GENERAL**

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

E1.1 These Specifications shall apply to the Work.

#### **E2. SERVICES**

E2.1 It is the intention of the City of Winnipeg to establish a Security Service Contract that can effectively meet current and future security requirements. Security officers are viewed as an extension of City services and must be trained and supported by a “quality and improvement focused” Contractor.

#### **E3. MANAGEMENT AND MANAGEMENT SYSTEMS**

E3.1 The Contractor shall have a formal written selection policy for applicant screening with a structured interview system. The selection policy shall include background investigations, particularly the evaluation of an applicant’s criminal history, dependence on non-pharmaceutical drugs and alcohol. References must be done on the individuals to ascertain their suitability as a Security Officer.

E3.2 Prior to Site assignment to a City facility, the Contractor shall perform screening and interviewing to match the Security Officer to the requirements of the City Site. Confirmation that the Security Officer remains free of all criminal charges and convictions shall be confirmed by the Winnipeg Police Service Security Officer in accordance with Clause D8.

E3.3 The Contractor shall have a formal written comprehensive client follow up system. This system should allow for regular opinions on the quality of services being provided by the Contractor. The City will also use this system as a means to address concerns of the Contractor regarding the Work environment of the Security Officer.

#### **E4. ORAL COMMUNICATION**

E4.1 Security officers will either occasionally or consistently be required to communicate orally. It is a requirement to have face to face and telephone/radio conversations with City staff and members of the public concerning City services, publications, locations, hours of work, rules and procedures. The Contractor shall ensure security officers can speak in English, clearly both in a normal and crisis work situation in a polite and professional manner.

#### **E5. WRITTEN COMMUNICATION & REPORTS**

E5.1 The Contractor must maintain complete and accurate reports to substantiate services provided. All daily and incident reports shall be left at the Site. A copy of any reports that are required to be completed by the Contractor away from the Site shall be submitted to the Contract Administrator or designated City representative, within 24 hours (unless otherwise specified) following the shift and or/incident.

E5.2 All written reports and correspondence prepared by the Security Officer shall be in a clear and understandable format. Reports and correspondence shall be neat, using the correct spelling, and legible. Written communication and reports which do not meet these requirements shall be redone at the expense of the Contractor.

## **E6. CUSTOMER COMPLAINTS**

- E6.1 Due to the nature of the Work and exposure to the public, the City will give the Contractor written notice of any customer complaint regarding the Contractor. Complaints will be categorized by the Contract Administrator or designated City representative as:
- (a) Class 1 – alleged Security Officer behaviour, which in the sole opinion of the Contract Administrator or designated City representative, constitutes a potential risk to City staff or the public.
  - (b) Class 2 – alleged Security Officer behaviour, which in the sole opinion of the Contract Administrator or designated City representative, does not constitute a risk to City staff or the public.
  - (c) Class 3 – alleged failure to meet Work Site schedules.
- E6.2 The Contractor shall, immediately upon receipt of notice of a Class 1 complaint, remove the Security Officer from the Site. The subject Security Officer shall not be employed on the Site until authorized in writing by the Contract Administrator or designated City representative.
- E6.3 The Contractor shall, within forty-eight (48) hours of receipt of notice of any complaint, respond in writing to the Contract Administrator or designated City representative identifying:
- (a) If the complaint was accurate or inaccurate; and
  - (b) If accurate, the cause and the remedy for the specific problem, and the measures proposed to be made to prevent future occurrences; or
  - (c) If inaccurate, a statement of the fact as known by the Contractor.
- E6.4 If the Contractor does not or cannot respond to a Class 2 complaint in accordance with E6.1(b), the Contractor shall, within forty-eight (48) hours of receipt of notice of complaint, remove the Security Officer from the Site.
- E6.5 If the Contractor does not or cannot respond to a Class 3 complaint in accordance with E6.1(c), following a second documented occurrence of a Class 3 complaint, the Contractor shall, within forty-eight (48) hours of receipt of the second notice of complaint, remove the Security Officer from the Site.  
The foregoing shall not in any way limit the authority of the Contract Administrator or designated City representative or limit other remedies available to the City under the Contract or at Law.

## **E7. SECURITY OFFICER SELECTION AND ASSIGNMENT**

- E7.1 During the term of this Contract, the Security Officer shall be subject to an initial assessment period, to be determined by the Contract Administrator or designated City representative. During the assessment period the Contract Administrator, or designated City representative, will determine the Security Officer's suitability for the Site. The City shall have final authority on the assignment of the Contractor's personnel.
- E7.2 The City reserves the right to request an increased number of security officers, to delete assigned security officers, and/or request replacement of current security officers as may be deemed necessary.
- E7.3 The City in addition to the schedules included in this document, shall notify the Contractor seven (7) working days in advance, when possible, when requesting security officers.

## **E8. EMPLOYEE TRAINING/GENERAL**

- E8.1 Training programs shall ensure that the security officer(s) have the necessary skills and abilities to successfully perform the following in order to protect people and property at 700 Assiniboine Park Drive.

- E8.2 The Contractor shall only assign security officers to Work at 700 Assiniboine Park Drive on a temporary, full-time, short term or replacement basis, who met the following training criteria;
- (a) Security Officer(s) has successfully completed a Basic Security Officer Training course, or Law Enforcement Training program through a Government recognized vocational training school.  
  
and/or
  - (b) Security Officer(s) has successfully completed a formal in-house or subcontracted, Basic Security Officer Training program.  
  
and
  - (c) Security Officer has successfully completed a “Basic Rescuer Level C” Cardiopulmonary Resuscitation” Certificate program. Instruction must be from a qualified instructor through the St. Johns Ambulance, Canadian Red Cross Society or other training institutions certificate program, which is a recognized equivalent by the Province of Manitoba. Certificates must be valid throughout the duration of the Contract.
- E8.3 Proof that the security officer has completed all the mandatory training programs shall be required **PRIOR** to the Site assignment.
- E8.4 The Security Officer Training Programs for E8.2(a) and E8.2(b) shall be;
- (a) Basic Security Officer Training Course (80 hours) from the Law Enforcement Security Training Academy of Canada and/or;
  - (b) “Law Enforcement” Program from Robertson College Inc. and/or;
  - (c) Other Government recognized vocational training school or formal in-house course with similar content which gives the student theory, principles and practical applications needed to perform competently as a Security Officer and meets or surpasses the Canadian General Standards Boards requirements for Security Guards, Uniformed CAN/CGSB133-1-99.
- E8.5 The Contractor shall have in place, a method of tracking security officer training and training requirements. This method should include, the date of training in a program, when follow-up training is required (ie: CPR and First Aid) and if the security officer has the specific training requirements for the City Work Site.
- E8.6 The Contractor shall have security officers in their employment that will have received the formal training requirements of the Contract. Security officers must be “job ready” prior to the assignment at 700 Assiniboine Park Drive.

## **E9. SITE TRAINING AND ORIENTATION**

- E9.1 Prior to commencement of duties at the Site, the security officer(s), shall be given Site training and general orientation of the facility by a City representative. Initial Site training and orientation will be done at the City’s expense. The Contractor shall be responsible for keeping detailed records of the Site requirements. Site training and orientation may include as a minimum:
- (a) building layouts;
  - (b) special needs of the Site;
  - (c) schedules (patrol requirements);
  - (d) knowledge of ongoing activities;
  - (e) emergency contacts and phone numbers;
  - (f) control systems (card access, keys, locks, CCTV);
  - (g) fire alarm and emergency evacuation procedures;

- (h) city rules and policies;
- (i) location of communication equipment;
- (j) location of fire alarm pull stations;
- (k) location of fire fighting equipment;
- (l) location of control rooms and shut off valves for utilities;
- (m) exterior layouts;
- (n) location of first aid stations;
- (o) procedures for dealing with Winnipeg Police Service and Fire Paramedic Service;
- (p) other applicable requirements as determined by the Contract Administrator or designated City representative.

E9.2 The Contractor shall ensure that security officers understand the Site specific requirements and procedures.

E9.3 The City has specific Work Sites protected by on-site Closed Circuit Television, Access Control and/or Alarm Systems. The Contractor shall have security officers capable of working with such systems.

E9.4 During Site training and orientation the security officers will be given keys, which are necessary to perform their Site specific duties. Keys, while in the possession of the security officer, are the responsibility of the Contractor. The replacement of lost or misplaced or stolen keys, while in the possession of the security officer, shall be replaced at the expense of the Contractor. If, for security reasons, the facility must have the lock replaced or additional keys cut, the Contractor shall be responsible for the associated costs incurred.

## **E10. UNIFORMS, APPEARANCE AND PERSONAL SUPPLIES**

E10.1 All security officers provided under this Contract shall be uniformed officers. Uniforms shall identify the Contractor's name and/or logo. Security officers must have a laminated photo identification badge, which shall be visible at all times. All security officers must be fully and properly uniformed while on duty. The Contractor shall have a procedure in place to ensure on-duty officer(s) uniforms meet the following minimum standards:

- (a) Military style uniform shall include:
  - (i) white shirt;
  - (ii) solid colour tie;
  - (iii) solid colour trousers;
  - (iv) solid colour tunic;
  - (v) parka;
  - (vi) black polishable shoes.

E10.2 Uniforms shall be well fitted, pressed, clean and odour free. Shoes shall be clean and polished.  
(a) The Contractor shall ensure that security officers are always fully and properly attired.

E10.3 All security officers provided under this Contract shall maintain a clean and professional image.

E10.4 The Contractor shall supply as a minimum, the following additional items as necessitated by each Site:

- (a) Inclement (snow, sleet and rain) weather clothing and footwear;
- (b) Flashlights with a maximum of three (3) cells (no flashlight extension tubes);
- (c) Forms, reports and writing materials which are not provided by the City;
- (d) Two way radio or cell phone communication systems if not provided and readily available at the City Site (pay telephones will not be acceptable).

E10.5 Weapons or any type of device that can be deemed by the public as a weapon (baseball bat, clubs, hockey stick) are strictly prohibited from being carried by a Security Officer while on duty.

### **E11. CONTINUITY AND CONSISTENCY OF THE WORK**

E11.1 During the term of this Contract, the security officer's knowledge of the Site is critical to the successful performance of their duties. The Contractor shall maintain throughout the Contract, policies and procedures that are conducive to allowing long term assignments of a security officer to the City Work Site. Transfer of the security officer(s) should be kept to a minimum and should only be done when specifically requested by the City or for reasons such as illness, vacation, retirement or promotion.

### **E12. CONTROL CENTRE**

E12.1 The Contractor shall have a twenty-four (24) hour, seven (7) days per week, including all statutory and Civic holidays, control centre manned by company representatives. Answering machines and answering services shall not be acceptable alternatives. The control centre shall be available for receiving security officer check in calls, dispatching security officers and supervisors as required, and dispatching City emergency contacts. The Control Centre shall have a copy of the City specifications and current work schedules.

### **E13. FOOT PATROL & SURVEILLANCE**

E13.1 The Site specific requirements are further clarifications and requirements to all other specifications. The Site specific requirements are a general outline of the duties and are subject to change based on the individual needs of the Site.

E13.1.1 Site emergencies shall be reported to the Winnipeg Police Duty Inspector's Office at 986-6033 or 911 and the Contractor's Control Office. Site specific requirements will be reviewed and updated as necessary by the Contract Administrator or designated City representative;

E13.1.2 The location will require CCTV surveillance for facilities at 700 Assiniboine Park Drive and future feeds of other police buildings as directed;

E13.1.3 The number of security officers per shift is one (1);

E13.1.4 The shift hours are defined as follows;

- (a) Seven (7) days per week, including all statutory & civic holidays;
- (b) 00:00 hours - 24:00 hours;

E13.1.5 The City will supply keys to facilities as required, washroom facilities, land line telephone;

E13.1.6 The security officer will be required to complete daily reports and incident reports on Contractor supplied forms;

E13.1.7 No prior interview screening of the security officer(s) by the City will be required;

E13.1.8 Work schedule & duties are as follows:

- (a) Provide CCTV surveillance and foot patrols (one every hour approximately) from 00:00 hours to 24:00 hours as directed by Duty Inspector or Contract Administrator;
- (b) Screen attending guests for identification and confirm access with Duty Inspector's Office/issue guest passes/accept deliveries including incoming and outgoing dispatches;
- (c) Maintain extensive knowledge regarding the Site in order to provide information and/or direction to the public using the premises;
- (d) Monitor incoming alarm panel;
- (e) Liaise with Duty Inspector and Contract Administrator or designated City representative on security concerns;

- (f) Open and close parking lot snow clearing gate for equipment as required;
- (g) Control building keys;
- (h) Assist Police, Emergency personnel and the public when required;
- (i) Lock and unlock doors, elevators, escalators, wheelchair lifts, etc. as per schedule;
- (j) Do not permit any bicycles, roller skates, skate boards, vending machines, soliciting, advertisements, posters, signs, etc. inside the premises unless authority is granted by the Contract Administrator or designated City representative;
- (k) Maintain log sheets on unusual occurrences such as: malfunctioning of mechanical equipment, damage to building contents, fire, problems with public etc. Copies of all log sheets must be submitted to the Contract Administrator or designated City representative once per week;
- (l) Must report immediately to Contract Administrator or designated City representative any malfunctioning of mechanical equipment, and/or any damage to building and contents;
- (m) Any other duties that may be assigned from time to time by the Public Works Department which are related to the security requirements of these premises.

E13.1.9 The Work schedule, duties and shift hours identified in the aforementioned specifications reflect the known requirements at the time this document was prepared. It is expected that the schedule and duties will occur within these approximate limits however, the City with written notification to the Contractor, reserves the right to revise/alter/delete schedules and duties to reflect changes in the Work environment and/or budget restrictions. For the purpose of evaluation of the "Total Bid Price", the above shift hour information will be used.

E13.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.