



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 608-2023

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

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

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

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, September 20, 2023.

B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Contract Administrator or an authorized representative will be available at the Site at Brookside Cemetery from 10:00am to 11:00am on August 28th and August 29th to provide Proponents access to the Site.

B3.2 The other two sites are wide open for viewing at anytime within operating hours.

B3.3 The Proponent shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Proponent's direct observation, or is provided by the Contract Administrator in writing.

B3.4 The Proponent is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Proposal or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

B3.5 The Proponent is responsible for determining:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the nature of the surface and subsurface conditions at the Site;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect their Proposal or the performance of the Work.

B4. ENQUIRIES

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

B4.2 If the 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 (Section C) 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 D25. Any such costs shall be determined in accordance with D25.
- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.4 Where applicable, payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. TECHNICAL PLAN (SECTION C)

- B11.1 Proposals should consist of the following components:
- (a) A brief company history and organizational summary which includes:
 - a description of the proponent's recruitment and selection process used in hiring security officers, including hiring criteria regarding qualifications, experience, and training required prior to guards being assigned to this contract;
 - (i) Ownership structure;
 - (ii) Organizational chart indicating the line of reporting from the front-line security staff to the director/CEO level;
 - (iii) Information regarding the company profile including if the company is Indigenous led, or has an indigenous board of Directors;
 - (iv) Experience of the personnel directly responsible for the management and local supervision of security personnel assigned to the Contract.
 - (b) A description of the Proponent's recruitment and selection process used in hiring security officers, including hiring criteria regarding qualifications, experience, and training required prior to guards being assigned to this contract;
 - (c) Information on the base hourly wage, including the wage increase process, and information on what increases are based on. Extra points will be awarded to proponents who pay a living wage: the living wage draws on community-specific data to determine the expenses for a family of four with two parents each working full-time, full-year. The living wage changes based on costs in each region and is updated annually. As of 2022, [Living Wage Canada](#) lists the Winnipeg living wage as \$18.34 per hour.
 - (d) A description of the Proponent's hiring initiative to encourage employment of Indigenous Security Officers.

- (e) A description of the Proponent's methods and initiatives used to promote retention of trained and qualified security staff including examples and description of contractor's development guidelines and programs;
- (f) A description of on-going training provided to Security officers including who does the training, and what types of training are at the Contractor's expense. Particular attention should be paid to training in life-saving procedures, conflict de-escalation, anti-racism and cultural awareness, harm reduction, customer service, as well as trauma and mental health awareness;
- (g) Photos and descriptions of uniforms that will be worn by security officers assigned to work under this Contract. Uniform details should include:
 - (i) Business and casual style uniforms;
 - (ii) Seasonal wear;
 - (iii) Footwear;
 - (iv) Equipment belts;
 - (v) Light-weight, stab resistant, concealed body armour vests;
 - (vi) Light-weight cut-resistant gloves.
- (h) Copies (examples) of the reports that security officers are required to complete as part of their duties. This should include but not be limited to:
 - (i) Notebooks;
 - (ii) Occurrence reports;
 - (iii) Incident logs.
- (i) Information regarding the Proponent's process and procedures for:
 - (i) Report filing and maintenance;
 - (ii) Reports to local managers;
 - (iii) Reports to organization managers.
- (j) A description of the Proponent's approach to Quality Management as it pertains to customer focus and continual improvement. The information should contain but not be limited to:
 - (i) Customer service policies or guidelines;
 - (ii) Procedure to receive customer feedback;
 - (iii) Employee code of conduct;
 - (iv) Job performance standards and evaluation;
 - (v) Corrective action planning regarding job performance issues.
 - (vi) Follow-up reporting to Company staff and Contract Administrator regarding security officer and Security Supervisor performance issues.
- (k) An explanation of any value-added features or programs not outlined elsewhere in the proposal which are offered to enhance the proponent's ability to effectively manage this contract;
- (l) An implementation transition plan that should include an outline of key tasks, milestones and a timeline;
- (m) At least three (3) references in which your company currently provides security services. Reference information should include:
 - (i) Client Company name;
 - (ii) Client Company address;
 - (iii) Name and contact information of the referenced Company's Contract Administrator;
 - (iv) Description of services provided.

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

B12. DISCLOSURE

B12.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B12.2 The Persons are:

- (a) 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, Materials Management Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

B14.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work;
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B17.5 and D7);
- (e) ensure employees assigned to the Work meet the following requirements:
 - (i) a valid Security Guard(s) licensed by the Province of Manitoba under the Private Investigator and Security Guards Act;
 - (ii) a valid Security Guard(s) having successfully completed a "Basic Rescuer Level C" Cardiopulmonary Resuscitation" Certificate program. Instruction must be from a qualified instructor through the St. Johns Ambulance, Canadian Red Cross Society or other training institutions certificate program, which is a recognized equivalent by the Province of Manitoba. Certificates must be valid throughout the duration of the Contract.

- (f) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F -

B14.4 Further to B14.3(d), the Proponent acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/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) | 60% |
| (d) Technical Plan. (Section C) | 40% |
- 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), Technical Plan will be evaluated considering the experience of the organization on projects of similar size and complexity, as well as other information requested, in accordance with B11.
- B20.7 Notwithstanding B20.1(d), where Proponents fail to provide a response to B8.2(a), the score of zero may be assigned to the incomplete part of the response.
- B20.8 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B18.

B20.9 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

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

B21. AWARD OF CONTRACT

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

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

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

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

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

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

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

B21.5 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 D25 shall immediately take effect upon confirmation of such funding, regardless of when the funding is confirmed.

B21.6 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.

B21.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- 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 mobile security services at Brookside, St. Vital and Transcona cemeteries for the period of October 1, 2023 until September 30, 2024 with the option of four (4) mutually agreed upon one (1) year extensions.

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

D2.1.2 Changes resulting from such negotiations shall become effective on October 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 a "scheduled" and "as required" basis during the term of the Contract.

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

D2.2.2 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, 2023.

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) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.
- D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
 - (b) a participant may specify a duration of contract shorter than the duration of this Contract;
 - (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
 - (d) any additional delivery charge identified and accepted in accordance with clause D3.4 and D3.5 will apply.
- D3.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.
- D3.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D4. 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.

D5. CONTRACT ADMINISTRATOR

- D5.1 The Contract Administrator is:
Janzen O'Donnell
Cemeteries Coordinator
Telephone No. 204- 704-4258
Email Address.: jodonnell@winnipeg.ca
- D5.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D6. CONTRACTOR'S SUPERVISOR

- D6.1 Further to C6.22, 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. UNFAIR LABOUR PRACTICES

D8.1 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> conventions as ratified by Canada.

D8.2 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.

D8.3 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.).

D8.4 Failure to provide the evidence required under D8.3, may be determined to be an event of default in accordance with C18.

D8.5 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.

- D8.5.1 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.
- D8.5.2 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 D8.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D8.5.3 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.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

- D9.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D10. SAFE WORK PLAN

- D10.1 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.
- D10.2 The Safe Work Plan should be prepared and submitted in the format shown in the City’s template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D11. INSURANCE

- D11.1 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 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) 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;
- D11.2 Deductibles shall be borne by the Contractor.

- D11.3 All policies shall be taken out with insurers licensed in the Province of Manitoba.
- D11.4 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Supervisor of Insurance 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.
- D11.5 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.
- D11.6 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 or any mutually agreed upon renewals or extensions.

D12. CONTRACT SECURITY

- D12.1 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) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price for the initial term or extension term; or
 - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price 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 fifty percent (50%) of the Contract Price for the initial term or extension term.
- D12.1.2 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.
- D12.1.3 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 D11.1.1(b).
- D12.1.4 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.

- D12.1.5 Digital bonds passing the verification process will be treated as original and authentic.
- D12.1.6 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.
- D12.2 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

D13. COMMENCEMENT

- D13.1 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.
- D13.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D9;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) the Safe Work Plan specified in D10;
 - (iv) evidence of the insurance specified in D11;
 - (v) the contract security specified in D12;
 - (vi) the direct deposit application form specified in D21.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D13.3 The Contractor shall not commence the Work on the Site before October 1, 2023.

D14. LIQUIDATED DAMAGES

- D14.1 If the Contractor fails to perform the Work in accordance with the Contract Administrator's stated requirements under D2 and E8 of the Contract, the Contractor shall pay the City:
- (a) one hundred (\$100) dollars for every missed patrol, requiring the locking/unlocking of a cemetery at the start or end of day, per patrol;
 - (b) three hundred (\$300) dollars every Working Day commencing from the next scheduled patrol after the first missed patrol, until the contractor resumes patrols or a new contract is rewarded;
 - (c) one hundred (\$100) dollars for every failed patrol, whereby public/clients of the service become locked inside the cemetery grounds and where City employees/are dispatched to resolve the situation.
- D14.2 The amount specified for liquidated damages in D14.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not perform the Work in satisfaction of the City's requirements for same.
- D14.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D15. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D15.1 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.
- D15.2 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.
- D15.3 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.
- D15.4 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 D15.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D15.5 The Work schedule, including the durations identified where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D15.6 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

D16. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D16.1 Further to B14.3(c), the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B14.3(c).

D17. SAFETY

- D17.1 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.
- D17.2 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.
- D17.3 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.

D18. ORDERS

D18.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D19. RECORDS

D19.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D19.2 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.

D19.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D20. INVOICES

D20.1 Further to C12, the Contractor shall submit an invoice for each portion of work performed to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: 204- 949-0864
Send Invoices to CityWpgAP-INVOICES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca

D20.2 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.

D20.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D21. PAYMENT

D21.1 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.

D22. PAYMENT SCHEDULE

D22.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D23. WARRANTY

D23.1 Notwithstanding C13, Warranty does not apply to this Contract.

DISPUTE RESOLUTION

D24. DISPUTE RESOLUTION

D24.1 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 D24.

D24.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D24.3 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 Materials Management 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.

D24.4 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.

D24.4.1 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.

D24.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.

D24.4.3 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.

D24.4.4 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 D24.4.3, 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

D25. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D25.1 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.
- D25.2 Further to D25.1, in the event that the obligations in D25 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.
- D25.3 For the purposes of D25:
- (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.
- D25.4 Modified Insurance Requirements
- D25.4.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.
- D25.4.2 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.
- D25.4.3 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.
- D25.4.4 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.
- D25.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D25.5 Indemnification By Contractor
- D25.5.1 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.

- D25.5.2 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.
- D25.6 Records Retention and Audits
- D25.6.1 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.
- D25.6.2 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 D25.6.1 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.
- D25.7 Other Obligations
- D25.7.1 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.
- D25.7.2 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.
- D25.7.3 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.
- D25.7.4 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.
- D25.7.5 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.

D25.7.6 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.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following grounds maps are applicable to the Work:

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

E1.3 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.

E2. MOBILE PATROL

E2.1 The Contractor shall perform mobile security patrol services at the three City of Winnipeg cemeteries known as:

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

in accordance with the requirements hereinafter specified.

E3. SITE TRAINING AND ORIENTATION

E3.1 Prior to commencement of duties, the security guard(s) shall be given Site training and general orientation at each of the cemeteries and their facilities by the Contract Administrator or a City representative. The duration of Site training and orientation will vary with each cemetery facility. Initial Site training and orientation will be done at the City's expense. The Contractor shall be responsible for keeping detailed records of the Site requirements. Site training and orientation may include as a minimum:

- (a) building layouts;
- (b) special needs of the Site;
- (c) schedules (patrol requirements);
- (d) knowledge of ongoing activities and schedules of public events;
- (e) emergency contacts and phone numbers;
- (f) control systems (card access, keys, locks, CCTV);
- (g) The Cemeteries By-laws and Rules and Regulations
- (h) location of firefighting equipment;
- (i) location of shut off valves for utilities;
- (j) Cemetery grounds layouts and the agreeing of routes for patrols;
- (k) procedures for dealing with Winnipeg Police Service;
- (l) other applicable requirements as determined by the Contract Administrator.

- E3.1.1 Further to E3.1; any training done after the initial required training will be done at the Contractor's expense.
- E3.2 The Contractor shall ensure that security guards understand the Site-specific requirements and procedures.
- E3.3 During site training and orientation, the security guards will be provided keys, to perform their Site-specific duties. Keys, while in the possession of the security guard, are the responsibility of the Contractor. The replacement of lost, misplaced or stolen keys, while in the possession of the security guard, shall be replaced at the expense of the Contractor. If, for security reasons, the facility must have the lock replaced or additional keys cut, the Contractor shall be responsible for the associated costs incurred. Replacement keys are only available through the Contract Administrator.
- E3.4 During the term of this Contract, the security guard's knowledge of the Site is critical to the successful performance of their duties. The Contractor shall maintain, throughout the Contract, policies and procedures that are conducive to allowing long term assignments of a security guard to a City Work Site. Transfer of the security guard(s) should be kept to a minimum and should only be done when specifically requested by the City or for reasons such as illness, vacation, retirement or promotion.

E4. EMPLOYEE BEHAVIOUR AND SUPERVISION

- E4.1 The Contractor shall provide adequate supervision of its employees and shall ensure that all such employees conduct themselves in an appropriate manner and shall without limitation ensure that employees:
- (a) behave in a courteous and polite manner (no profanity or excess noise) to City staff, other personnel and public in the cemetery grounds;
 - (b) do not smoke within a City facility, including the cemetery grounds;
 - (c) obey all posted safety rules and cemetery rules and regulations applicable to being in the cemetery grounds;
 - (d) use their own radio(s) or telephones or cellphones necessary for onsite communication;
 - (e) when in a building or compound facility, ensure that it is kept secure from entry by unauthorized persons;
 - (f) use politeness and empathy when dealing with visitors in the cemetery grounds, respecting the nature/reason for most clients visit to the Site.
- E4.2 The Contractor and his employees are prohibited from entering the premises of any location other than to perform the Work of this contract unless accompanied by City staff. The Contractor or his personnel will not be allowed to operate equipment other than described in this contract. No one other than the Contractor and his driver or helper shall be allowed on the City of Winnipeg owned property.

E5. UNIFORMS, APPEARANCE AND PERSONAL SUPPLIES

- E5.1 All security guards / supervisors, provided under this Contract, shall be uniformed guards.
- E5.2 Uniforms shall identify the Contractors name and/or logo. Security guards must have a laminated photo identification badge, which shall be visible at all times. All security guards must be fully and properly uniformed while on duty. The Contractor shall have a procedure in place to ensure on-duty guard(s)/supervisor(s) uniforms meet the following minimum standards:
- (a) Uniforms shall be well fitted, pressed, clean / tidy, odour free and provide a professional image, style shall be in either business or military:
 - (b) Business style uniform shall include:
 - (i) White/Blue shirt;
 - (ii) Tie;

- (iii) Solid colour trousers or skirt;
 - (iv) Solid colour blazer;
 - (v) Parka;
 - (vi) Black polished footwear.
 - (c) Military style uniform shall include:
 - (i) White shirt;
 - (ii) Solid colour tie;
 - (iii) Solid colour trousers;
 - (iv) Solid colour tunic;
 - (v) Spring or Summer jacket;
 - (vi) Parka;
 - (vii) Black polished footwear.
- E5.3 The Contractor shall supply as a minimum, the following additional items as necessitated by each Site:
 - (a) inclement (snow, sleet and rain) weather clothing and footwear suitable for outdoor working;
 - (b) flashlights with a maximum of three (3) cells;
 - (c) equipment and/or writing materials for recording incidents and timings of patrols;
 - (d) two (2) way radio or cell phone communication systems.
- E5.4 Earphones, ear-buds and any type of personal entertainment device that inhibits the guard(s) / supervisor(s) ability to perform the requirements of the Contract or communicate with City staff and citizens shall not be worn at any time during shifts.
- E6. VEHICLES AND LICENCES (MOBILE PATROL)**
- E6.1 The cemeteries Work Sites will require mobile vehicle patrol checks. The Contractor shall have security guards which possess, as a minimum, a valid Class 5 driver licence. The Contractor's vehicles shall be clearly identified on both sides with the Contractor's name and telephone number. Vehicles shall be equipped with fully operational communication devices. The vehicles shall be maintained, clean and in good mechanical/operational condition. The fleet shall be sufficient in size to meet the needs of the Contract, including the need to operate in inclement weather and winter driving conditions.
- E7. CONTROL CENTRE AND REPORTING**
- E7.1 The Contractor shall have a twenty-four (24) hour, seven (7) days per week, including all statutory and Civic holidays, control centre manned by company representatives. Answering machines and answering services shall not be acceptable alternatives. The control centre shall be available for receiving security guard check-in calls, dispatching security guards and supervisors as required and dispatching City emergency contacts. The Control Centre shall maintain a copy of these City specifications and current Work schedules.
- E7.2 Upon notification of an alarm from a City User, or the City's commercial alarm monitoring agency, the Contractor's Control Centre shall dispatch mobile patrols within the following designated times of receiving a call, to complete an emergency Site security check in accordance with E9:
 - (a) Brookside and St Vital cemeteries within a period of twenty (20) minutes;
 - (b) Transcona Cemetery within a period of thirty (30) minutes.
- E7.3 The Contractor must maintain complete and accurate reports to substantiate services provided. All daily and incident reports shall be provided as per E7.5 and E9.

- E7.4 All written reports and correspondence prepared by the Security Guard and Field Supervisors shall be in a clear and understandable format. Reports and correspondence shall be neat, using the correct spelling and legible. Written communication and reports which do not meet these requirements shall be redone at the expense of the Contractor.
- E7.5 All reports shall be filled out recording, but not limited to the following:
- (a) name of security guard;
 - (b) Site specific street address;
 - (c) Location within Site for incident;
 - (d) patrol start time;
 - (e) incidents which occurred (if any), including full description and details/explanation of incident;
 - (f) patrol finish time.
- E7.6 The installing of any GPS recording equipment/system as per E8.8 requirements for contracted Sites requires the permission of the Contract Administrator. All installation work and costs associated with installation and use of such systems shall be at the Contractor's expense.

E8. ROUTINE MOBILE PATROL DUTIES

- E8.1 The Work schedule, duties and checks identified in the following specifications are a general outline reflecting the known requirements, at the time this document was prepared. It is expected that the schedule and duties will occur within these approximate limits however, the City with written notification to the Contractor, reserves the right to revise/alter/delete mobile patrol check times and duties, to reflect the needs of the Work environment and/or budget restrictions.
- E8.2 The minimum number of security guards per patrol or emergency check is one (1).
- E8.3 There will not normally be other City staff within the vicinity of the patrol or check.
- E8.4 The Contractor will be working in close contact with the public and due to the nature of clients visits to the cemetery, will need to use tact and understanding.
- E8.5 Alarms, Emergency patrols or Incidents shall be dealt with as provided in E9.
- E8.6 A mobile patrol through each Site to encompass visibility of the entire Site and to include:
- (a) an external secure check of all offices and service buildings, compound gates;
 - (b) an external check of all visible Site perimeter fencing;
 - (c) where specified; the locking/unlocking of each Site entrances at start and end of day patrols, two entrances at Brookside and Transcona cemeteries, St Vital has two entrances (one on River Rd, one on St Michael's Rd);
 - (d) escorting, supervising all members of the public to ensure their safe exit from the site, prior to locking the Site gates;
 - (e) identified/found Site emergencies shall be coordinated and reported as per requirements in E9.6;
 - (f) miscellaneous related duties as assigned by the Site Coordinator or their designate.
- E8.7 Mobile patrols should take between approximately fifteen (15) and thirty (30) minutes per site. The internal roadway area within Brookside Cemetery only is approximately ten (10) kilometres.
- E8.8 A (GPS) recording system will be required for all Site locations to demonstrate evidence of completed patrols, to all areas of cemetery grounds; suggested check in locations in each Site for patrols will be agreed at the pre-contract meeting.
- E8.9 The routine mobile patrols are performed as follows:

BROOKSIDE CEMETERY

- (a) Monday to Friday:
 - (i) One (1) mobile patrol and locking of gates at 6:00 pm. (March 1st until April 30th)
 - (ii) One (1) mobile patrol and locking of gates at 9:00 pm. (May 1st until October 31st)
 - (iii) One (1) mobile patrol and locking of the gates at 4:30pm. (November 1 until February 28th) On December 24th and 25th 6:30pm
- (b) Saturday, Sunday, Statutory and Civic holidays
 - (i) One (1) mobile patrol and unlocking of gates at 8:00 am.
 - (ii) One (1) mobile patrol and locking of gates at 4:30 pm. (November 1st until February 28th) On December 24th and 25th 6:30pm
 - (iii) One (1) mobile patrol and locking of gates at 6:00 pm. (March 1st until April 30th)
 - (iv) One (1) mobile patrol and locking of gates at 9:00 pm. (May 1st until October 31st)

TRANSCONA CEMETERY

- (c) Monday to Friday:
 - (i) One (1) mobile patrol and locking of gates at 4:30 pm. (November 1st until February 28th) On December 24th and 25th 6:30pm
 - (ii) One (1) mobile patrol and locking of gates at 6:00 pm. (March 1st until April 30th)
 - (iii) One (1) mobile patrol and locking of gates at 9:00 pm. (May 1st until October 31st)
- (d) Saturday, Sunday, Statutory and Civic holidays
 - (i) One (1) mobile patrol and unlocking of gates at 8:00 am.
 - (ii) One (1) mobile patrol and locking of gates at 4:30 pm. (November 1st until February 28th) On December 24th and 25th 6:30pm
 - (iii) One (1) mobile patrol and locking of gates at 6:00 pm. (March 1st until April 30th)
 - (iv) One (1) mobile patrol and locking of gates at 9:00 pm. (May 1st until October 31st)

ST VITAL CEMETERY

- (e) Monday to Friday:
 - (i) One (1) mobile patrol and locking of gates at 6:00 pm. (March 1st until April 30th)
 - (ii) One (1) mobile patrol and locking of gates at 9:00 pm. (May 1st until October 31st)
 - (iii) One (1) mobile patrol and locking of gates at 4:30 pm. (November 1st until February 28th) On December 24th and 25th 6:30pm
 - (iv) One (1) mobile patrol and unlocking of gates at 8:00am (October 1st until June 1st)
- (f) Saturday, Sunday, Statutory and Civic holidays
 - (i) One (1) patrol and unlocking of gates at 8:00 am.
 - (ii) One (1) mobile patrol and locking of gates at 4:30 pm. (November 1st until February 28th) On December 24th and 25th 6:30pm
 - (iii) One (1) mobile patrol and locking of gates at 9:00pm (May 1st until October 31st)
 - (iv) One (1) mobile patrol and locking of gates at 6:00 pm. (March 1st until April 30th)

E8.10 All mobile patrol times are subject to daily/weekly changes due to weather/grounds conditions and possibility of events being held in the cemetery grounds. The number of mobile patrols may be increased or decreased at the City discretion and in accordance with needs of service.

E8.11 The Site Manager is Brett Shenback and the Coordinator (Contract Administrator) is Janzen O'Donnell, these persons are the site key holders. Janzen O'Donnell at 204-794-4258 shall be the City main liaison with the Contractor during office hours.

- E8.12 Patrol log reports or evidence of patrols and checks are required to be submitted monthly with invoices, for all routine patrols. Logs/reports that contain information concerning an incident or occurrence must be submitted by email as per section E9.5 and E9.6.

E9. ALARM SYSTEMS AND EMERGENCY CALLS OR INCIDENTS

- E9.1 Alarmed buildings owned by the City of Winnipeg are governed by By-Law 4676-87 which regulates the operation of Alarm systems. The Contractor will be advised of the various cemeteries buildings alarm systems and the applicable monitoring company/s by the Contract Administrator at the pre-contract meeting.
- E9.2 The Contractor shall have security guards capable of working with such alarm systems.
- E9.3 Emergency Work schedules and duties are as follows:
- (a) Emergency response calls will be required seven days (7) per week including Statutory and Civic holiday's and will normally occur between:
 - (i) 4:30 pm. and 7:30 am. Monday to Friday;
 - (ii) 4:30pm Friday to 7:30am Monday on weekends;
 - (iii) 24 hours on Civic and Statutory holidays.
- E9.4 Should an alarm be received by the City of Winnipeg Monitoring Company, they shall call the Security Service requesting the dispatch of a guard to investigate the site burglar alarm call as follows:
- (a) upon receiving call from monitoring company, dispatch security guard to the Site within the time specified in E7.2;
 - (b) upon arriving at the Site, the security service shall perform a complete security check of the facility to determine cause of alarm;
 - (c) security service shall secure the facility building or compound area where possible and where there is no evidence of a crime scene;
 - (d) call for Police assistance where circumstances/scene evidences the need for police assistance;
 - (e) where Police assistance is called for, contact the on duty key holder for additional instruction of action/s to be taken; a schedule of on duty key holder contact information will be provided by the Contract Administrator monthly;
 - (f) remain at Site until authorized to leave either by previous instructions, arrival of the key holder or arrival of the Winnipeg Police Service.
- E9.5 Complete an incident report for all emergency response calls and fax/email one copy to the Contract Administrator and one copy to the Cemeteries Branch generic email address: ppd-cemeteries@winnipeg.ca the day following the emergency incident day.
- E9.6 For all incidents identified during a routine patrol and not requiring immediate Police or Contract Administrator action; fax/email one copy of an incident report to the Contract Administrator and one copy to the Cemeteries Branch generic email address: ppd-cemeteries@winnipeg.ca the following Working Day, by 10am.

E10. CUSTOMER COMPLAINTS

- E10.1 Due to the nature of the Work and exposure to the public, the City will give the Contractor written notice of any customer complaint regarding the Contractor. Complaints will be categorized by the Contract Administrator or designated City representative as:
- (a) Class 1 – alleged Security Guard behaviour, which in the sole opinion of the Contract Administrator or designated City representative, constitutes a potential risk to City staff or the public.

- (b) Class 2 – alleged Security Guard behaviour, which in the sole opinion of the Contract Administrator or designated City representative, does not constitute a risk to City staff or the public.
 - (c) Class 3 – alleged failure to meet Work Site schedules.
- E10.2 The Contractor shall, immediately upon receipt of notice of a Class 1 complaint, remove the security guard from the Site. The subject security guard shall not be employed on the Site (includes all City cemetery sites.) until authorized in writing by the Contract Administrator.
- E10.3 The Contractor shall, within forty-eight (48) hours of receipt of notice of any complaint, respond in writing to the Contract Administrator identifying:
 - (a) If the complaint was accurate or inaccurate; and
 - (b) If accurate, the cause and the remedy for the specific problem, and the measures proposed to be made to prevent future occurrences; or
 - (c) If inaccurate, a statement of the fact as known by the Contractor.
- E10.4 If the Contractor does not or cannot respond to a Class 2 complaint in accordance with E10.1(b), the Contractor shall, within forty-eight (48) hours of receipt of notice of complaint, remove the Security Guard from the Site.
- E10.5 If the Contractor does not or cannot respond to a Class 3 complaint in accordance with E10.1(c), following a second documented occurrence of a Class 3 complaint, the Contractor shall, within forty-eight (48) hours of receipt of the second notice of complaint, remove the Security Guard from the Site.
- E10.6 The foregoing shall not in any way limit the authority of the Contract Administrator or limit other remedies available to the City under the Contract or at Law.

PART F - SECURITY CLEARANCE

- F1.1 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 their 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 Contact, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.5 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.6 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work.