



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 665-2016**

**PROVISION OF SECURITY GUARD SERVICES AND MOBILE PATROL OF  
VARIOUS BUILDINGS**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF SECURITY GUARD SERVICES AND MOBILE PATROL OF VARIOUS BUILDINGS

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, February 23, 2017.

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

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

### **B3. SITE INVESTIGATION**

B3.1 Further to C3.1, the Bidder may make an appointment to view the Site by contacting the Site Coordinator noted for the Scheduled sites in E3.1(a), E3.2(a) and E3.3(a).

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

B3.3 The Bidder is responsible for determining:

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

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

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

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

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

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

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

## **B5. CONFIDENTIALITY**

B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

## **B6. ADDENDA**

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

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

B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B6.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B7. SUBSTITUTES**

B7.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.

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

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

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

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior

substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;

- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.

B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.

B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.

B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.

B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.

B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B16.

B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B8. BID SUBMISSION**

B8.1 The Bid shall consist of the following components:

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

B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.

B8.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.

B8.4 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.

B8.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B16.1(a).

B8.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.

B8.7 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:

The City of Winnipeg  
Corporate Finance Department

Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

B8.7.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.

B8.8 If the Bid is submitted by facsimile transmission, it shall be submitted to 204 949-1178

B8.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B8.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

## **B9. BID**

B9.1 The Bidder shall complete Form A: Bid, making all required entries.

B9.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B9.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

## **B10. PRICES**

B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

- B10.1.1 Notwithstanding C11.1.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B11. DISCLOSURE**

- B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B11.2 The Persons are:
- (a) N/A

## **B12. QUALIFICATION**

- B12.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
  - (b) be financially capable of carrying out the terms of the Contract; and
  - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B12.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B12.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
  - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
  - (c) have employees meeting the following training requirements;
    - (i) Security Guard(s) licensed by the Province of Manitoba under the Private Investigator and Security Guards Act;
    - (ii) 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.

- (d) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

B12.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B12.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

### **B13. OPENING OF BIDS AND RELEASE OF INFORMATION**

B13.1 Bids will not be opened publicly.

B13.2 Following the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B13.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B13.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

### **B14. IRREVOCABLE BID**

B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B14.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

### **B15. WITHDRAWAL OF BIDS**

B15.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B15.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B15.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B15.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Bid until after the Submission Deadline has elapsed;
- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and

- (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Bid withdrawn.

B15.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B14.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

## **B16. EVALUATION OF BIDS**

B16.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
- (c) Total Bid Price; 100%
- (d) economic analysis of any approved alternative pursuant to B7;
- (e) costs to the City of administering multiple contracts.

B16.2 Further to B16.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.

B16.4 Further to B16.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B16.4.1 Further to B16.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B16.5 This Contract will be awarded as a whole.

## **B17. AWARD OF CONTRACT**

B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B17.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B17.2.1 Without limiting the generality of B17.2, the City will have no obligation to award a Contract where:

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

- B17.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B16.
- B17.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B17.4 Notwithstanding C4.1, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B17.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

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

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### 1.1 General Conditions

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

### D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of the Provision of Security Guard Services and Mobile Patrol of Various Buildings for the period from June 1, 2017 until May 31, 2018, with the option of five (5) mutually agreed upon one (1) year extensions.
- D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.
- D2.1.2 Changes resulting from such negotiations shall become effective on the anniversary date of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.
- D2.2 The Work shall be done on a scheduled (further to E3.), **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 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.
- D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2017.
- D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

### D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
- (a) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
  - (a) "**Site Coordinator**" means a person that shall be the liaison between the Contractor and the Contract Administrator and will oversee the Work to be performed for each location.
- D3.1 The Contract Administrator is:
- Mr. Keith Bousquet  
Supervisor of Building Operation Services  
Telephone No. 204 451-4087  
Email Address: kbousquet@winnipeg.ca
- D3.2 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.

#### **D4. CONTRACTOR'S SUPERVISOR**

- D4.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.
- D4.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D4.2.1 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.

#### **D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

- D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
  - (b) the Contract, all deliverables produced or developed; and
  - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

#### **D6. NOTICES**

- D6.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:
- The City of Winnipeg  
Chief Financial Officer  
Facsimile No.: 204 949-1174
- D6.2 **Bid Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B8.**

#### **SUBMISSIONS**

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

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

## **D8. INSURANCE**

- D8.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
  - (b) 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;
- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.
- D8.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D8.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

## **CONTROL OF WORK**

### **D9. COMMENCEMENT**

- D9.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D9.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D7;
    - (ii) evidence of the workers compensation coverage specified in C6.14; and
    - (iii) evidence of the insurance specified in D8.
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

### **D10. REPORTS – DAILY, INCIDENT, LOG, AND COMMUNICATION**

- D10.1 Further to E5(h) and (i), Reports are required to substantiate services provided by the Contractor) shall:
- D10.1.1 Include the name of security guard, shift start time, shift finish time.
  - D10.1.2 Contain a complete and accurate record of the shift and/or incident(s).
  - D10.1.3 Be prepared by the Security Guard and Field Supervisors;
  - D10.1.4 Be in a clear and understandable format.
  - D10.1.5 Be neat and legible, and proofed for correct spelling
  - D10.1.6 Be left at the Site or sent via fax to the Contract Administrator or Site Coordinator.
  - D10.1.7 Written reports and correspondence which do not meet these requirements shall be redone at the expense of the Contractor.

## **D11. SAFETY**

- D11.1 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.
- D11.2 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.
- D11.3 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;

## **D12. ORDERS**

- D12.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

## **D13. RECORDS**

- D13.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D13.2 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.
- D13.3 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**

### **D14. INVOICES**

- D14.1 Further to C11, the Contractor shall submit an invoice for each portion of work performed delivered to:

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

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

- D14.2 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.

D14.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D14.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B8.**

#### **D15. PAYMENT**

D15.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D15.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

#### **D16. PURCHASING CARD**

D16.1 The Contractor shall allow Users to charge items to their purchasing cards at no extra cost.

D16.2 The Contractor's credit card website/gateway shall have appropriate current Payment Card Industry Data Security standards (PCI DSS) certification, (<https://www.pcisecuritystandards.org/index.shtml> ). The credit card gateway shall meet the credit card data security requirements outlined by the Payment Card Industry Security Standards Council (PCI SSC) for service providers and/or software vendors.

#### **WARRANTY**

##### **D17. WARRANTY**

D17.1 Warranty is as stated in C12.

## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7.
- E1.3 Security Guard licensing in accordance with B12.3(c).

#### E2. SERVICES

- E2.1 The Contractor shall provide Security Guard Services and Mobile Patrol for various City of Winnipeg buildings and Users, in accordance with the requirements hereinafter specified;
- (a) the Contractor shall confirm the contract Description that will be charged for the work at the time of call by any Contractor Administrator or Site Coordinator,. If this cannot be accomplished during the initial call, the Contractor shall contact the Site Coordinator the following day to confirm the Work Description and its charge.
- E2.2 Item No. 1a, 1b, 1c – Security Foot Patrol shall be:
- E2.2.1 The Site(s) for foot Patrols shall be determined on an “as required’ basis throughout the duration of the Contract. This description is typically a scheduled shift.
- E2.2.2 Known as a static guard “which is a guard posted to a position or desk for a given shift “, who does not leave the post unless replaced by the Contractor’s back-up (for breaks and lunches). The foot patrol back-up shall be included in the price of the Foot Patrol.
- E2.2.3 This patrol classification does not have a company vehicle to get to the site or during site work.
- E2.2.4 Regular hours means:
- (a) Hours which shall be charged at regular time and shall be a maximum of 12 hour shifts, which shall include no overtime;
- (b) Hours shall be charged at regular time when 12 hours minimum notice has been given to the contractor for a shift extension;
- E2.2.5 Overtime hours means:
- (a) Hours charged for the extension of a shift beyond 12 hours where the security provision will not be replaced by a back-up;
- (b) Hours charged where there is a shift extension requested during a given shift with less than 3 hours notice.
- E2.3 Item 2a, 2b, 2c - Security Mobile Patrols shall be:
- E2.3.1 The Site(s) for Mobile Patrols shall be determined on an “as required’ basis throughout the duration of the Contract. This description is for call-outs and/or scheduled patrols. It is a site check or a patrol request.
- E2.3.2 This patrol classification requires that the patrol has a company vehicle and a valid Class 5 driver licence shall be required for this Work:
- (a) The Contractor’s vehicles shall be clearly identified on both sides with the Contractor’s name and telephone number;
- (b) Vehicles shall be equipped with fully operational “two-way” radios, or the Security Guard must have a company issued cell phone in order for two (2) way

communications. The vehicles shall be well maintained, clean and in good mechanical/operational condition. The fleet shall be sufficient in size to meet the needs of the Contract,.

- E2.3.3 No overtime rate shall be charged for this service description.
- E2.3.4 No daily reports are required – incident reports shall be required for each occurrence.
- E2.3.5 The number of security guards and required hours will be determined at the time of request.
- E2.3.6 The security guard may or may not be working with other City staff in the general Work Site area.
- E2.4 Item 3a, 3b, 3c – Security Alarm Response shall be:
- E2.4.1 The Site(s) for Security Alarm Response shall be determined on an “as required” basis throughout the duration of the Contract. This description is for call-outs.
- E2.4.2 This patrol classification requires that the patrol has a company vehicle and a valid Class 5 driver licence shall be required for this Work:
- (a) The Contractor’s vehicles shall be clearly identified on both sides with the Contractor’s name and telephone number;
  - (b) Vehicles shall be equipped with fully operational “two-way” radios, or the Security Guard must have a company issued cell phone in order for two (2) way communications. The vehicles shall be well maintained, clean and in good mechanical/operational condition. The fleet shall be sufficient in size to meet the needs of the Contract.
- E2.4.3 Regular hours means:
- (a) The Per occurrence rate is a maximum of 1 hour;
  - (b) The User may request that the Contractor sends a foot patrol for any time beyond 1 hour, which shall be at the regular hours rate.
- E2.4.4 Overtime hours means:
- (a) After the initial 1 hour, any additional fee charged is pro-rated in 15 minute increments based on the overtime price bid.
- E2.4.5 No daily reports are required – incident reports shall be required for each occurrence.
- E2.5 City Alarm Systems and Locations:
- E2.5.1 Alarmed buildings owned by the City of Winnipeg are governed by by-law 4676-87, which regulates the operation of Alarm systems. Should an alarm be received by the City of Winnipeg Central Control, the Contractor will be dispatched and provided with clear instructions - including whether keys are required to be picked up:
- (i) The Contractor should be able to arrive at most Sites within City limits within a period of thirty (30) minutes of receiving the call from the City of Winnipeg;
  - (ii) Upon arriving at the Site, the Contractor shall secure the building or call for Police assistance depending on the circumstances and previous instructions from the Site Coordinator.
- E2.5.2 If a Site is put on suspension, the Contractor will be informed in writing by the Contract Administrator or Site Coordinator:
- (i) The by-law calls for the suspension of permitted systems that have more than three (3) false alarms in a six (6) month period. During the suspension period penalty charges are incurred for a false alarm;
  - (ii) The Contractor may be contacted to dispatch a security guard to any Site that is on suspension;

- (iii) The Contract Administrator or Site Coordinator shall provide key holder lists and contact procedures for each Site that is put under alarm suspension.

E2.5.3 There will not normally be other City staff within the vicinity of the check.

### E3. SCHEDULED USER REQUIREMENTS

#### E3.1 City of Winnipeg Libraries:

- (a) The Site Coordinator and contact person is **Irmy Nikkel at 204 986 6415 (Administrative Coordinator of Support Services)**. This person shall be the liaison between the Contractor and the Contract Administrator. Site emergencies shall be reported to **911** and site problems should be reported to City of Winnipeg Central Control at 204 986 2382. Site specific requirements will be reviewed and updated as necessary by the Site Coordinator.
- (b) The cleaning of chutes at Library locations. The Site Coordinator provides a list at the beginning of each year indicating which libraries and their locations are to be chute-cleared:
  - (i) Some sites may include 5-6 book carts filled, other sites may require only 1 book cart filled.

#### E3.2 Transit Garage sites:

- (a) The Site Coordinator and contact person is **Glen Kuhl 204 794 4200 (Manager of Plant and Equipment) or Adolfo Laufer at 204-918-7868 (Facilities Maintenance Project Engineer)**. This person shall be the liaison between the Contractor and the Contract Administrator. Site emergencies shall be reported to **911** and the Contractor's Response Centre. Site specific requirements will be reviewed and updated as necessary by the Site Coordinator.
- (b) The Site hereby identified as the Winnipeg Transit Garage, located at 600 Brandon Avenue, require mobile patrol services:
  - (i) Mobile checks for 600 Brandon shall be performed as follows:
    - (i) Nine (9) mobile checks to occur between 05:30 a.m. and 11:45 p.m. on Saturdays;
    - (ii) Eleven (11) mobile checks to occur between 02:30 a.m. and 11:30 p.m. on Sundays;
    - (iii) Four (4) mobile checks to occur between 11:45pm – 5:00am Monday-Fri.
  - (ii) Mobile checks for 1520 Main shall be performed as follows:
    - (i) nine (9) checks shall occur between 05:30 a.m. and 11:30 p.m.
  - (iii) Both locations - Statutory holidays listed below (that do not fall on weekends):
    - ◆ New Year's Day;
    - ◆ Louis Riel Day;
    - ◆ Good Friday;
    - ◆ Victoria Day;
    - ◆ Canada Day;
    - ◆ August Civic Holiday;
    - ◆ Labour Day;
    - ◆ Remembrance Day;
    - ◆ Thanksgiving Day;
    - ◆ Christmas Day;
    - ◆ Boxing Day.
- (c) A mobile patrol and walk through of garage facilities is required, the City will supply keys to facilities as necessary.

- (d) The security guard shall perform one (1) check per day where they shall enter the building and do a walk around the garage.
- (e) The Contractor is required to use a swipe card at this location (provided by Transit) for interior access throughout the building and for entry and exit of the building.

### E3.3 Winnipeg Parking Authority

- (a) The Site Coordinator and contact person is **Ryan Arabsky at 204 391 2827 (Manager of Regulation and Compliance)**. This person shall be the liaison between the Contractor and the Contract Administrator. Site emergencies shall be reported to **911** and the Contractor's Response Centre. Site specific requirements will be reviewed and updated as necessary by the Site Coordinator.
- (b) The Site hereby identified as the Winnipeg Parking Authority, located at 495 Portage Avenue requires foot patrol services:
  - (i) Foot patrol for this location shall be performed as follows:
    - (i) between 08:30 a.m. and 17:00 p.m. Monday to Fridays;

## E4. CITY'S RESPONSIBILITIES

### E4.1 The Contract Administrator or Site Coordinator shall:

- (a) provide the Contractor with details of its monitoring company.
- (b) supply keys to facilities as necessary.
- (c) provide key holder lists and contact procedures for each Site that is put under alarm suspension.
- (d) provide site training and orientation, prior to the commencement of the Contract:
  - (i) The duration of Site training and orientation will vary with each City facility. Initial site training and orientation will be done at the City's expense, further to E4.1(d). Site training and orientation may include as a minimum:
    - (i) building layouts;
    - (ii) special needs of the Site;
    - (iii) schedules (patrol requirements);
    - (iv) knowledge of ongoing activities;
    - (v) emergency contacts and phone numbers;
    - (vi) control systems (card access, keys, locks, CCTV);
    - (vii) fire alarm and emergency evacuation procedures;
    - (viii) City rules and policies;
    - (ix) location of communication equipment;
    - (x) location of fire alarm pull stations;
    - (xi) location of firefighting equipment;
    - (xii) location of control rooms and shut off valves for utilities;
    - (xiii) exterior layouts;
    - (xiv) location of first aid stations;
    - (xv) procedures for dealing with Winnipeg Police Service and Fire Paramedic Service;
    - (xvi) other applicable requirements as determined by the Site Coordinator.
  - (ii) During Site training and orientation, security personnel will be given keys which are necessary to perform their Site specific duties. Keys are the responsibility of the Contractor while in the possession of its security personnel:
    - (i) lost, misplaced or stolen keys shall be replaced at the expense of the Contractor;

- (ii) If as a result of security the Site must have the lock replaced or additional keys cut, the Contractor shall be responsible for the associated costs incurred.

## **E5. CONTRACTOR'S RESPONSIBILITIES**

### **E5.1 The Contractor shall:**

- (a) Maintain the necessary staff required for the Work of this Contract and have a twenty-four (24) hour, seven (7) days per week [including all statutory and Civic holidays] response centre location manned by company representatives:
  - (i) Answering machines and answering services shall not be acceptable alternatives;
  - (ii) Response calls will be required seven days (7) per week including Statutory and Civic holiday's and will normally occur between 4:00 p.m. and 8:00 a.m.
- (b) Have a response centre available for:
  - (i) receiving staff check-in calls;
  - (ii) dispatching security requirements for the Work of this Contract;
  - (iii) Contacting the Contract Administrator or Site Coordinate and dispatching emergency contacts as may be requested or required;
  - (iv) Further to E2.1, maintaining a copy of the Services and work schedules of all employees related to the Work of this Contract. .
- (c) Dispatch mobile patrols to arrive on-site within twenty (20) minutes upon notification of an alarm from the Contract Administrator, Site Coordinator, or the City's Monitoring company:
  - (i) Upon arrival at the Site, check of the facility to determine cause of alarm and/or call for emergency service as necessary;
  - (ii) Follow site specific procedures, or call the Site Coordinator regarding the re-securing of the Site;
  - (iii) Remain at the site until authorized to leave, or upon the arrival of the keyholder or Winnipeg Police Service;
  - (iv) Further to E2.1, complete an incident report for all response calls and fax to Site Coordinator;
  - (v) Follow miscellaneous related duties as assigned by the Site Coordinator.
- (d) Be responsible for keeping detailed records of the Site requirements:
  - (i) Ensure that security guards understand the specific Site requirements and procedures of each site.
- (e) Provide on-going site training and orientation for its employees, further to clause E4.1(d)(i):
  - (i) Any training done after the commencement of the Contract will be done at the Contractor's expense.
- (f) During the term of this Contract, the security guard's knowledge of the Site is critical to the successful performance of their duties:
  - (i) Throughout the Contract, The Contractor shall maintain policies and procedures that are conducive to allowing long term assignments of a security guard to a City Work Site;
  - (ii) Transfer of the security guard(s) should be kept to a minimum and should only be done when specifically requested by the Contract Administrator or Site Coordinator for reasons such as:
    - ◆ illness;
    - ◆ vacation;
    - ◆ retirement; or
    - ◆ promotion.
- (g) Provide adequate supervision of its employees and shall ensure that all employees conduct themselves in a manner appropriate to people and shall without limitation ensure that employees:

- (i) behave in a courteous and polite manner (no profanity or excess noise) to City staff and other personnel;
  - (ii) do not smoke within a City facility;
  - (iii) obey all posted safety rules;
  - (iv) leave all furnishings, equipment etc. moved during the inspection and testing, in an "as found" condition at the completion of the work;
  - (v) use their own radio(s) or telephones or cellular telephones necessary for onsite communication;
  - (vi) keep building/ground secure from entry by unauthorized persons when Contractor employees are in the facility.
- (h) The Contractor shall create and maintain a **standardized form** which shall be issued to new Users to confirm their required security services:
  - (i) The shift hours will be defined at time of request;
  - (ii) The number of security guards per shift will be determined at the time of request;
  - (iii) A description of the required Work and name & contact number of the requestor;
  - (iv) the Site Coordinator will be determined at the time of the request.
- (i) The Contractor shall keep **historical records** by Site location for all personnel issued to the Work of this Contract on a weekly basis and for the duration of the Contract:
  - (i) The Contractor will be required to provide a recording system at all Site locations for the log of daily reports and incident reports;
  - (ii) Daily report – used at start and end of shift and records every event that was undertaken during the shift;
  - (iii) Incident report – outside of the norm – annotated in the daily report and filled out in much more detail.
- (j) Further to D12.1, **records shall be faxed** to the Site Coordinator weekly - week beginning and ending per the monthly calendar. The weekly record shall include a summary of the following:
  - (i) Applicable Date:
    - (i) Form B:Prices;
    - (ii) DESCRIPTION, UNIT and QUANTITY charged for the Work;
    - (iii) Quantity of personnel in attendance;
    - (iv) Name of personnel in attendance;
    - (v) Daily and incident reports to be included.
- (k) Maintain uniforms, appearance and personnel supplies as follows:
  - (i) All security guards / supervisors, provided under this Contract, shall maintain a clean and professional image;
  - (ii) All security guards / supervisors, provided under this Contract, shall be uniformed guards and the style of uniform will be dictated by the requirements of each Site. The Contractor shall ensure that security guards / supervisors are always fully and properly attired;
  - (iii) 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:
    - (i) Uniforms shall be well fitted, pressed, clean / tidy and odour free;
    - (ii) Shoes shall be clean and polished at all times.
  - (iv) Uniforms shall be available in both business style and military style:
    - (i) Business style uniform shall include:
      - ◆ White/Blue shirt;

- ◆ Tie;
- ◆ Solid colour trousers or skirt;
- ◆ Solid colour blazer;
- ◆ Parka;
- ◆ Black polished shoes.
- (ii) Military style uniform shall include:
  - ◆ White shirt;
  - ◆ Solid colour tie;
  - ◆ Solid colour trousers;
  - ◆ Solid colour tunic;
  - ◆ Spring or Summer jacket;
  - ◆ Parka;
  - ◆ Black polished shoes.
- (v) Maintain the following additional requirements for its personnel for the Work of this Contract:
  - (i) inclement weather clothing and footwear for Sites requiring outside patrols, for snow, sleet and rain conditions;
  - (ii) flashlights with a maximum of three (3) cells, which shall not contain flashlight extension tubes;
  - (iii) forms, reports and writing materials (which **are not** provided by the City of Winnipeg);
  - (iv) a cellular telephone or portable two way (2) radio for it's personnel assigned to the Work of this Contract in the event there is no access to a City telephone at a Work Site. Pay telephone shall not be acceptable as telephone access for the Work of this Contract.
- (l) Ensure it and it's employees shall not enter the premises of any location **other than to perform the Work of this contract**, unless accompanied by the Contract Administrator, Site Coordinator, or designate.
- (m) Ensure it and it's employees understand they are prohibited from operating any site equipment, unless described and included for, in the Work of this contract.
- (n) Ensure it and its employees shall not wear the following at any time during shifts:
  - (i) earphones, ear-buds and any type of personal entertainment device that inhibits the ability to perform the requirements of the Contract or communicate with City staff and citizens.

## E6. CUSTOMER COMPLAINTS

- E6.1 Due to the nature of the Work and exposure to the public, the City will give the Contractor written notice of any customer complaint regarding the Contractor. Complaints will be categorized by the Contract Administrator or designated City representative as:
- (a) Class 1 – alleged Security Guard behaviour, which in the sole opinion of the Contract Administrator or designated representative, constitutes a potential risk to City staff or the public;
  - (b) Class 2 – alleged Security Guard behaviour, which in the sole opinion of the Contract Administrator or designated representative, does not constitute a risk to City staff or the public;
  - (c) Class 3 – alleged failure to meet Work Site schedules.
- E6.2 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 Sites) until authorized in writing by the Contract Administrator.



- E6.3 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;
  - (b) If accurate, the cause and the remedy for the specific problem, and the measures proposed to be made to prevent future occurrences; or
  - (c) If inaccurate, a statement of the fact as known by the Contractor.
- E6.4 If the Contractor does not or cannot respond to a Class 2 complaint in accordance with E6.1(b), the Contractor shall, within forty-eight (48) hours of receipt of notice of complaint, remove the Security Guard from the Site.
- E6.5 If the Contractor does not or cannot respond to a Class 3 complaint in accordance with E6.1(c), following a second documented occurrence of a Class 3 complaint, the Contractor shall, within forty-eight (48) hours of receipt of the second notice of complaint, remove the Security Guard from the Site.