



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 857-2015**

**PROVISION OF COURT DOCUMENT SERVICES**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF COURT DOCUMENT SERVICES

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, November 25, 2015.

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. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B3.2 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.

B3.3 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.

B3.4 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.

B3.5 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.

B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B4. CONFIDENTIALITY**

B4.1 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.

B4.2 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.

### **B5. ADDENDA**

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

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 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.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B6. SUBSTITUTES**

- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the 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.
- B6.5 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.
- B6.6 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.
- B6.6.1 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.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.

B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/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 B15.

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

## **B7. BID SUBMISSION**

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

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

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

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

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

B7.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B15.1(a).

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

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

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

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

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

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

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

## **B8. BID**

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

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

- (a) if the Bidder is a sole proprietor carrying on business in his/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.

B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/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.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

## **B9. PRICES**

B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 Notwithstanding C11.1.3, 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.

B9.2 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.

B9.3 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.

B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B10. DISCLOSURE**

B10.1 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.

B10.2 The Persons are:

- (a) N/A

## **B11. QUALIFICATION**

### **B11.1 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.

### **B11.2 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>

### **B11.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:**

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

### **B11.4 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.**

### **B11.5 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.**

## **B12. OPENING OF BIDS AND RELEASE OF INFORMATION**

### **B12.1 Bids will not be opened publicly.**

### **B12.2 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/>**

### **B12.3 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/>**

### **B12.4 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.**

### **B13. IRREVOCABLE BID**

- B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B13.2 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.

### **B14. WITHDRAWAL OF BIDS**

- B14.1 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.
- B14.1.1 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.
- B14.1.2 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.
- B14.1.3 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 B14.1.3(b), declare the Bid withdrawn.
- B14.2 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 B13.2 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.

### **B15. EVALUATION OF BIDS**

- B15.1 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 B11 (pass/fail);
  - (c) Total Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B6;
- B15.2 Further to B15.1(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.
- B15.3 Further to B15.1(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.
- B15.4 Further to B15.1(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.
- B15.5 This Contract may be awarded on the basis of:

- (a) Alternative 1 – Vehicles proved and maintained by The City of Winnipeg; or
- (b) Alternative 2 – Vehicles provided and maintained by the Contractor.

as identified on Form B: Prices. Each alternative will be evaluated in accordance with the specified evaluation criteria.

- B15.5.1 Notwithstanding B9.1, the Bidder may, but is not required to, bid on both alternatives.
- B15.5.2 Notwithstanding B16.3, the City shall have the right to choose the alternative that is in its best interests. If the Bidder has not bid on both alternatives, he/she shall have no claim against the City if his/her partial Bid is rejected in favour of an award of the Contract on the basis of an alternative upon which he/she has not bid.
- B15.5.3 Notwithstanding B16.3, should the Total Bid Price of Alternative 1 be 20% or less higher than the Total Bid Price for Alternative 2, the Contract shall be awarded as Alternative 1.

## **B16. AWARD OF CONTRACT**

- B16.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B16.2 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.
  - B16.2.1 Without limiting the generality of B16.2, 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.
- B16.3 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 B15.
- B16.3.1 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.
- B16.4 Notwithstanding C4.1, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B16.5 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

#### D1. GENERAL CONDITIONS

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

#### D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the provision of court document services for the period from sixty (60) Calendar Days after the move of Document Services Unit to the New Police Headquarters Building, date to be announced until December 31, 2016, with the option of five (5) mutually agreed upon ( 1 ) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) 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 January 1<sup>st</sup> of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.2 The major components of the Work are as follows:

(a) To deliver approximately 30,000 court issued documents annually to various locations within the City of Winnipeg.

D2.3 The Work shall be done on an "as required" basis during the term of the Contract.

D2.3.1 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.

D2.3.2 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.

D2.4 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) "**BPR**" means Bureau of Police Records;

(b) "**CPIC**" means Canadian Police Information Centre;

(c) "**PONS**" means Provincial Offence Notices;

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

#### D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Patrol Sergeant Kirk Van Alstyne  
Document Services, Division #30

Telephone No. (204) 470-9913

Email: KVanAlstyne@winnipeg.ca

**D4.2 Bids Submissions must be submitted to the address in B7.7.**

D4.3 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

**D5. CONTRACTOR'S SUPERVISOR**

D5.1 Further to C6.19, 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.

D5.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

**D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D6.1 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.

D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D6.3 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.

D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

**D7. NOTICES**

D7.1 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

**D7.2 Bids Submissions must be submitted to the address in B7.7.**

## **SUBMISSIONS**

### **D8. AUTHORITY TO CARRY ON BUSINESS**

D8.1 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.

### **D9. INSURANCE**

D9.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) 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;

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D9.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D9.5 The City shall have the right to alter the limits and/or coverage's as reasonably required from time to time during the continuance of this agreement.

## **CONTROL OF WORK**

### **D10. COMMENCEMENT**

D10.1 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.

D10.2 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 D8;
  - (ii) evidence of the workers compensation coverage specified in C6.14; and
  - (iii) evidence of the insurance specified in D9.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

### **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. INSPECTION**

- D12.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.
- D12.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

## **D13. ORDERS**

- D13.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

## **D14. RECORDS**

- D14.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D14.2 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.
- D14.3 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**

### **D15. INVOICES**

- D15.1 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)

- D15.2 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.
- D15.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D15.4 Bids Submissions must be submitted to the address in B7.7.**
- D16. PAYMENT**
- D16.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D16.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

## **WARRANTY**

### **D17. WARRANTY**

- D17.1 Notwithstanding C12, Warranty does not apply to this Contract.

## **PART E - SPECIFICATIONS**

### **GENERAL**

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

- 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 B6.

#### **E2. SERVICES**

- E2.1 It is the intention of the City of Winnipeg to establish a Service Contract that can effectively meet current and future document serving requirements. Document Servers are viewed as an extension of City services and must be trained and supported by a "quality and improvement focused" Contractor.
- E2.2 Court Document Services shall consist of a minimum of nine (9) staff members in accordance with the requirements hereinafter specified:
- E2.2.1 All Court Document Service Personnel must:
- (a) Be 18 years of age or older;
  - (b) Successfully complete the WPS Trunk Radio Training to operate Police Portable Radios. Course shall be conducted through the Contract Administrator's office;
  - (c) Be in possession of or obtain a valid Manitoba Class 5.0 Driver's License with no more than 4 demerits on Driver's abstract as assessed by the Winnipeg Police Service. Quarterly inspection by the Winnipeg Police Service of driver's license status will be mandatory for all operators;
  - (d) Be able to work in a supervised and/or unsupervised environment;
  - (e) Be able to work Monday through Fridays on 2 shifts:
    - (i) Day (0700-1500), or
    - (ii) Evening (1400-2200).
  - (f) Be able to attend Court, if required, on days off; and
  - (g) Complete other duties as required.
  - (h) Confirmation that all Document Servers members remain free of all criminal charges and convictions shall be confirmed by the Contractor.
- E2.2.2 Six (6) Document Servers:
- (a) Serve (deliver) all court documents, approximately 16,000 annually, within the City of Winnipeg;
  - (b) Make multiple attempts to serve documents. Documents will not be considered undeliverable until a minimum of three (3) attempts have been made, in accordance with E2.3;
  - (c) Assure that vehicles are maintained in good working order and report any equipment malfunctions to supervisor to arrange for immediate repair or replacement;
  - (d) Maintain a professional, clean & respectable appearance with respect to Dress and Deportment in accordance with E8; and
  - (e) Be available and trained to cover Dispatch Driver absences.
- E2.2.3 One (1) Dispatch Driver:
- (a) Shift schedule is 0700 to 1500 hours;

- (b) Dispatch originates out of the New Police Headquarters Building, 245 Smith Street, by attending to the BPR for mail as well as the Court Unit;
- (c) Dispatch Driver will ensure there is sufficient fuel in the vehicle;
- (d) Dispatch Driver is responsible to ensure the vehicle is kept clean by either attending a designated car wash or attending a wash bay within the New Police Headquarters Building where the Dispatch Driver will wash the vehicle;
- (e) Dispatch Driver will ensure the vehicle has sufficient dispatch envelopes to give out to Police Officers and other units as required;
- (f) The Dispatch Driver will pick up mail from the Canada Post Office and will occasionally be required to sign for registered mail. The Dispatch Driver may also be required to facilitate payment for or advise the addressee of mail received through Canada Customs;
- (g) Pickups and deliveries will be made to various locations as assigned; and
- (h) Pickups and deliveries will be made at four (4) time slots, throughout the day.

E2.2.4 One (1) Office Manager:

- (a) Answer Document Services Unit enquiry telephone;
- (b) Sort all documents served from the previous day and place same into designated trays for distribution;
- (c) Attend to mail room, twice daily, for incoming Document Services Unit mail then open and sort mail for the various locations;
- (d) Sort and date stamp all mail delivered from courts and provided by Shift Supervisor in accordance with E2.2.5(d),
- (e) Process the Winnipeg Police Service subpoenas, confirming their division, enter them into a master list, place them into dispatch envelopes then label and sort them into designated trays for distribution;
- (f) Will to be a Commissioner of Oaths for signing of documents when required;
- (g) Responsible for maintaining a list of required office supplies;
- (h) Responsible to log in and delegate personnel where needed;
- (i) Process civilian subpoena, confirm addresses/districts, enter districts on master lists, place in district trays for Document Servers to serve; and
- (j) Other duties as required.

E2.2.5 One (1) Shift Supervisor:

- (a) Be responsible to log and delegate personal where needed;
- (b) Deliver and pick up documents at the Arrest Processing Unit;
- (c) Deliver and pick up documents at the Crown's Office, 405 Broadway during the early run between 0700 hrs. and 0800 hrs.
- (d) Deliver documents to Document Service Unit for processing
- (e) Pick up second run form Court Unit and deliver to unit 530 @ 405 Broadway
- (f) Deliver PONS from Central Traffic Unit at New Police Headquarters Building to Court Office at 373 Broadway
- (g) Serve all documents for but not limited to:
  - (i) Financial institutions
  - (ii) Manitoba Public Insurance (MPI) – 234 Donald Street
  - (iii) MPI special Investigations - 745 Ellice Avenue
  - (iv) Probations Services:
    - ◆ 114 Garry Street

- ◆ 255 Garry Street
- ◆ 470 Notre Dame Avenue
- ◆ 533 Notre Dame Avenue
- ◆ 10 Midland Street
- (v) RCMP D Division – 1091 Portage Avenue
- (vi) Motor Vehicle Branch – 1075 Portage Avenue
- (vii) RCMP Headingly Detachment
- (viii) Headingly Gaol
- (ix) Winnipeg Remand Center
- (x) Loss prevention officers at
  - ◆ The Bay
  - ◆ Polo Park Security
  - ◆ All HSC Departments
- (h) Be a Commissioner of Oaths for signing of documents when required;
- (i) Pickup and deliver documents at Crown's Office at 405 Broadway (late run – 1300 hrs.)
- (j) Deliver documents to Document Services Unit and Court Unit files to Court Unit in New Police Headquarters Building

E2.3 A minimum of three (3) attempts shall be made per document. With each attempt the Server shall leave a business size card which indicates the Server's cellular phone number and states:

- (a) Let me know when I may call on you with a court document. Please call between 7:30am and 9:30pm Monday to Friday.
- (b) The card containing both the "City of Winnipeg" crest and "Winnipeg Police Service" crest indicating "Document Services." If we deliver three (3) cards and get no response, the document is returned to the Contract Administrator.

### **E3. HISTORICAL DATA**

E3.1 Percent of documents served on first attempt: approx. 60 to 65 percent.

E3.2 Percent of documents requiring more than one (1) attempt to serve: 35 to 40 percent, some of which require several attempts.

E3.3 Percent of documents mailed: zero, if out of city address, returned to courts to forward to closest Police Agency to attempt service.

E3.4 Approximately 3 to 5 percent returned to courts, unable to locate.

E3.5 Approximately 30,000 documents received annually:

- (a) Approximately 15,000 to 16,000 documents served; and
- (b) Approximately 14,000 to 15,000 police subpoenas.

### **E4. MANAGEMENT AND MANAGEMENT SYSTEMS**

E4.1 The Contractor shall have a formal written selection policy for applicant screening with a structured interview system. The selection policy shall include background investigations, particularly the evaluation of an applicant's criminal history, dependence on non-pharmaceutical drugs and alcohol. References must be done on the individuals to ascertain their suitability as a Document Server.

#### **E4.2 Oral Communication**

E4.3 Document Servers will either occasionally or consistently be required to communicate orally. Face to face and telephone/radio conversations with City staff and members of the public concerning City services is a requirement. The Contractor shall ensure Document Servers can speak in English clearly both in a normal and crisis work situation with no speech impediment in a polite and professional manner.

E4.4 Due to public exposure the City may on occasion require the services of a bilingual Document Server (English/French). The Contractor should have Document Servers able to provide such services as required. One on day shift and one on evening shift must be available.

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

E5.1 The Contractor must maintain complete and accurate reports to substantiate services provided. All daily and incident reports shall be left at the Control Centre. A copy of any reports that are required to be completed by the Contractor shall be submitted to the Contract Administrator within 24 hours unless otherwise specified following the shift and or incident.

E5.2 All written reports and correspondence prepared by the Document Servers, Office Managers, and Shift Supervisors shall be in a clear and understandable format. Reports and correspondence shall be neat, legible and correctly spelled. Written communication and reports which do not meet these requirements to the satisfaction of the Contract Administrator shall be redone at the expense of the Contractor.

## **E6. CUSTOMER COMPLAINTS**

E6.1 Due to the nature of the Work and exposure to the public, the City will give the Contractor written notice of any customer complaint regarding the Contractor. Complaints will be categorized by the Contract Administrator or designated City representative as:

- (a) Class 1: alleged Document Server 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 Document Server 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 schedules

E6.2 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 facts as known by the Contractor

E6.3 Further to E6.1(a) The Contractor shall, immediately upon receipt of notice of a Class 1 complaint, remove the Document Server from duty. The Document Server in question shall not be employed on duty until authorized in writing by the Contract Administrator or his designate.

E6.4 Further to E6.1(b) If the Contractor does not or cannot respond to a Class 2 complaint the Contractor shall, within forty-eight (48) hours of receipt of notice of complaint remove the Document Server from their duties.

E6.5 Further to E6.1(c) If the Contractor does not or cannot respond to a Class 3 complaint 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 Document Server from their duties.

E6.6 The aforementioned 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.

#### **E7. DOCUMENT SERVER SELECTION & ASSIGNMENT**

E7.1 During the term of this Contract, the Document Servers, Office Managers, Shift Supervisors shall be subject to an initial assessment period, to be determined by the Contract Administrator. During the assessment period the Contract Administrator will determine the member's suitability for their duties. The City shall have final authority on the assignment of the Contractor's personnel.

E7.2 The City reserves the right to negotiate an increased or decreased number of Document Servers as may be deemed necessary.

#### **E8. UNIFORMS, APPEARANCE AND PERSONAL SUPPLIES**

E8.1 All Document Servers, Office Managers, and Shift Supervisors provided under this Contract shall be uniformed officers. Uniforms shall identify the Contractor's name and/or logo. Document Servers must have a laminated photo identification badge, which shall be visible always while working. All Document Servers must be fully and properly uniformed while on duty. The Contractor shall have a procedure in place to ensure on-duty officer(s) uniforms meet the following minimum standards:

(a) Uniforms for both male and female officers shall include:

- (i) White shirt;
- (ii) Solid colour tie;
- (iii) Solid colour trousers;
- (iv) Solid colour jacket as weather permits;
- (v) Solid colour parka, as weather permits; and
- (vi) Black polish able shoes.

E8.2 Uniforms shall be well fitted, pressed, clean, and odour free. Shoes shall be clean and polished.

E8.3 The Contractor shall ensure that Document Servers are always fully and properly attired.

E8.4 All Document Servers provided under this Contract shall maintain a clean and professional image.

E8.5 Weapons or any type of device that can be deemed by the public as a weapon (baseball bat, clubs, hockey stick, etc.) are strictly prohibited from being carried by a Document Server while on duty.

#### **E9. CONTINUITY & CONSISTENCY OF THE WORK**

E9.1 During the term of this contract the Document Server's knowledge 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 Document Server. Transfer of the Document Server(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.

#### **E10. VEHICLES & LICENCES**

E10.1 Alternative 1 – Vehicles provided and maintained by **The City of Winnipeg**

- (a) The vehicles required for this Contract shall be provided by The City of Winnipeg
- (b) The City of Winnipeg shall be responsible for:

- (i) Licensing and Insuring the vehicle for operation within the Province of Manitoba
- (ii) All mechanical, operational and scheduled maintenance of the vehicle provided
- (c) The Contractor shall be responsible for maintaining a clean and respectable appearance of the vehicle provided.
- (d) The Contractor shall be responsible for reporting all mechanical/operational concerns to the Contract Administrator within twenty four (24) hours of occurrence.

E10.2 Alternative 2 – Vehicles provided and maintained by **the Contractor**

- (a) Document Services shall include five (5) vehicles:
  - (i) Three (3) vehicles will be assigned to Document Servers for the performance of their duties in accordance with E2.2.2;
  - (ii) one (1) vehicle will be assigned the Dispatch Driver in accordance with E2.2.3; and
  - (iii) one (1) vehicle will be assigned to the Shift Supervisor for the performance of duties in accordance with E2.2.5.
- (b) Vehicles shall be properly licensed and insured for operations within the Province of Manitoba
- (c) Vehicles shall be newer models, within three (3) years of current model year, suitable to The City of Winnipeg. Suitability shall be determined by the Contract Administrator.
- (d) Vehicles shall be well maintained, clean and in good mechanical/operational condition.
- (e) Vehicles shall not be out of service for more than a twenty four (24) hour period.

## **PART F - SECURITY CLEARANCE**

### **F1. SECURITY CLEARANCE**

- F1.1 The City will conduct a Level Three (3) Security Clearance Check, for any individual proposed to perform Work under the Contract at Winnipeg Police Service facilities.
- F1.2 The Contractor shall provide the Contract Administrator with a list of individuals proposed to perform Work under the Contract at Winnipeg Police Service facilities including their home address and telephone numbers.
- (a) The Contract Administrator will forward these names to the Sergeant in charge of Recruiting for the Winnipeg Police Service.
  - (b) The Sergeant in charge of Recruiting will prepare Level Three (3) Security Clearance Application packages for distribution to those who will be performing the Work under the Contract.
  - (c) The Sergeant in charge of Recruiting will contact those individuals proposed to perform the Work under the Contract at Winnipeg Police service facilities in order to arrange pickup of these packages from the Winnipeg Police Service Human Resources offices at 280 William Avenue.
  - (d) Those proposed to perform the Work under the Contract at Winnipeg Police Service facilities will be required to complete the application documents within five (5) business days and return those documents to the Sergeant in charge of Recruiting for the Winnipeg Police Service at 280 William Avenue.
  - (e) The Sergeant in charge of Recruiting will arrange for the completion of the Level three (3) background investigation of those individuals proposed to perform the Work under the Contract at Winnipeg Police Service facilities.
- F1.3 Each Individual proposed to perform Work under the Contract at Winnipeg Police Service facilities shall submit to a Level Three (3) background investigation which will included:
- (a) An interview with a background investigator
  - (b) The submission of various documents including
    - (i) A hand written autobiography;
    - (ii) Birth Certificate;
    - (iii) Drivers Licence;
    - (iv) Vehicle Registration;
    - (v) Social Insurance number;
    - (vi) Proof of Canadian Citizenship or landed Immigrant status;
    - (vii) Four letters of reference;
    - (viii) Original transcripts of high school marks;
    - (ix) Original transcripts for any post-secondary education;
    - (x) Any certificates of formal training courses ( e.g. CPR, First Aid, computer courses and trade school courses);
    - (xi) Any discharge certificates from the military or any other police force if applicable;
    - (xii) Full resume
  - (c) Family List – including maiden names for
    - (i) All immediate family members including spouse, parents, siblings and children.
    - (ii) Children's spouse or boyfriend/girlfriend
    - (iii) Included spouse, common-law, boyfriend/girlfriend and their family members, if they have children included their names as well.
    - (iv) Included half/step siblings for every person on the list.

- (v) Include addresses, dates of birth, phone numbers and occupation for every person on the list.
  - (d) Address list including every past address
    - (i) The dates you lived there
    - (ii) Whom you were living with
    - (iii) Why you moved
  - (e) Employment list – a list of all past and present employers regardless of length of time:
    - (i) Employer business name, address and telephone number
    - (ii) Exact dates of employment
    - (iii) Whether the employment was contract, full time, part time or casual
    - (iv) Term of separation i.e. resigned, quit, terminated, laid off etc.
    - (v) Briefly explain the duties and responsibilities for each employer
    - (vi) Contact names for employer such as supervisors, including business phone number and home phone number ( if possible)
    - (vii) Explain gaps in employment and reason why
  - (f) Consent to Criminal Records Check
  - (g) An Equifax financial check
  - (h) Spousal/Partner Authorization Form
  - (i) Occupational Health Sheet
  - (j) A \$10 cheque made payable to the Minister of Finance to cover the cost for the Child Abuse Registry Access Application Form. This form will be filled out during the background interview.
- F1.4 Each individual shall submit the required information and form to the Winnipeg Police Service Recruiting Office, 280 William Avenue, Winnipeg, Mb:
- (a) within five (5) Business Days of the Award of Contract; or
  - (b) in the case of an additional or replacement individual during the term of the Contract, at least thirty (30) Calendar Days before the individual is proposed to commence Work at Winnipeg Police Service facilities.
- F1.5 Any individual for whom a satisfactory Level Three (3) Security Clearance is not obtained will not be permitted to perform any Work within Winnipeg Police Service facilities.
- F1.6 Any Security Clearance obtained there-by will be deemed valid for one (1) year from the date of Clearance at the discretion of the Sgt. Division 30.
- (a) Each individual doing Work in a Winnipeg Police Service Facility shall provide photo identification upon entry, in order that their Level Three (3) security clearance can be verified.
- 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 a further Security Clearance Check. Any individual who fails to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check will not be permitted to continue to perform Work under the Contract at Winnipeg Police Service Facilities.
- F1.8 Any individual who fails to obtain a satisfactory Security Clearance Check may request reconsideration by writing to:
- Winnipeg Police Service  
Human Resources  
Attn: Sergeant of Recruiting  
280 William Avenue  
Winnipeg, Manitoba  
R3B 1L1



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