



CITY OF CRANBROOK

Request for Proposals

Western Financial Place Security Services

RFP NO.: CRA2022-R-001

Issue Date:

Tuesday, February 1st, 2022

Closing Time:

**Monday, February 28th, 2022 by 2:30 PM
local time**

Closing Location:

City Hall

**Attention: Melissa Smith, Financial Services Manager
40-10th Ave S, Cranbrook, BC V1C 2M8**

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1. REQUEST FOR PROPOSALS AND SUBMISSION INSTRUCTIONS

1.1 Request for Proposals

The Corporation of the City of Cranbrook is seeking proposals from qualified parties for the provision of security guards for Western Financial Place on an hourly basis as directed by the General Manager acting on behalf of the City. The successful proponent will enter into a contract with the City for a three-year period.

1.2 Definitions

Throughout this Request for Proposals, the following definitions apply:

- a) “Addenda” means all additional information regarding this RFP including amendments to the RFP;
- b) “BC Bid” means the BC Bid website located at www.bcbid.ca;
- c) “City” means the Corporation of the City of Cranbrook;
- d) “Closing Location” includes the location indicated on the cover page of this RFP or BC Bid, as applicable;
- e) “Closing Time” means the closing time and date for this RFP as set out on the cover page of this RFP;
- f) “Contract” means the written agreement resulting from the RFP executed by the City and the successful proponent;
- g) “Contract Administrator” means the City staff member who has been duly hired by the City of Cranbrook to fulfill the duties of that position or his/her designated representative;
- h) “Contractor” or “Consultant” means the successful proponent selected from this RFP who enters into a contract with the City;
- i) “Must”, “mandatory”, or “required” means a requirement that must be met in order for a proposal to receive consideration;
- j) “Proponent” means a person or entity with the legal capacity to contract, that submits, or intends to submit, a proposal in response to this RFP
- k) “Proposal” means a written response to the RFP that is submitted by a Proponent;
- l) “Request for Proposals” or “RFP” means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the City by Addenda;
- m) “Should”, “may” or “weighted” means a requirement having a significant degree of importance to the objectives of the RFP;
- n) “WFP” means Western Financial Place.

1.3 **Delivery of Proposals**

Proposals **MUST** be in English and **MUST** be submitted using one of the submission methods below:

BC Bid Electronic Submission: Proponents may submit an electronic proposal using BC Bid. Proposals must be submitted in accordance with BC Bid and e-bidding key requirements (found at www.bcbid.ca). Only pre-authorized electronic bidders registered on the BC Bid system can submit an electronic proposal. Use of an e-bidding key is effective as signature.

Hard Copy Submission: Proponents may submit three (3) hard-copies of their proposal as outlined in Section 1.4 (f) of this RFP.

Email and facsimile submissions will not be accepted.

All proposal submissions **MUST** include a completed and signed *Summary Form of Proposal* plus the information required as described in Section 1.5 of this RFP.

Proposals received after the Closing Time will not be accepted.

There will be no public opening for this RFP.

1.4 **Submission of Proposals**

- a) Proposals **MUST** be submitted before the Closing Time to the Closing Location using one of the submission methods set out in Section 1.3 of this RFP. The Proponent is solely responsible for ensuring that, regardless of submission method selected, the City receives a complete proposal, including all attachments or enclosures, before the Closing Time.
- b) For BC Bid electronic submissions, the following applies:
 - i. The maximum size of each attachment must be 100 MB or less;
 - ii. If the file size of an electronic submission exceeds the applicable maximum size, the Proponent may make multiple submissions (BC Bid upload) to reduce attachment file size to be within the maximum applicable size;
 - iii. Proponents submitting by electronic submission are solely responsible for ensuring that any attachments are not corrupted. The City may reject proposals that are compressed, cannot be opened or that contain viruses, malware or corrupted attachments.
- c) Only pre-authorized e-bidders registered on BC Bid can submit electronic bids on BC Bid. BC Bid is a subscription service (\$150 per year) and the registration process may take two business days to complete. If using this submission method, Proponents should refer to the BC Bid website or contact the BC Bid Helpdesk at 1-800-663-7867 for more information. An electronic proposal submitted on BC Bid must be submitted using the e-bidding key of an authorized representative of the Proponent. Using the e-bidding key of a subcontractor is not acceptable.

- d) The City strongly encourages Proponents using electronic submissions to submit proposals with sufficient time to complete the upload and transmission of the complete proposal and any attachments before the Closing Time.
- e) The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent’s computer and BC Bid.
- f) Hard copy submissions **MUST** be received in a sealed envelope at the Closing Location by registered mail, courier, or hand delivery before the Closing Time.

(TO HELP IDENTIFY YOUR SUBMISSION, WE ASK THAT YOU PLEASE CUT OUT THE LABEL BELOW AND AFFIX THIS LABEL TO THE OUTSIDE OF YOUR PROPOSAL SUBMISSION)

 <p>MOUNTAINS OF OPPORTUNITY CRANBROOK</p> <p>City of Cranbrook 40 10th Avenue South Cranbrook, BC V1C 2M8</p>	
Attention: Melissa Smith, Financial Services Manager	
REFERENCE NUMBER:	CRA2022-R-001
PROJECT NAME:	Western Financial Place Security Services
CLOSING DATE: Monday, February 28, 2022	CLOSING TIME: 2:30:00 P.M. LOCAL TIME

1.5 **Proposal Submission Format and Checklist**

The following format and sequence should be followed in order to provide consistency in Proponent response and ensure each proposal receives full and fair consideration. All pages should be consecutively numbered.

- a) Title Page, showing Proponent's name, contact person and title, address and contact information;
- b) Completed *Summary Form of Proposal* (**signature required**);
- c) Qualifications and Experience as described in Section 3.1;
- d) Local Knowledge and Familiarity with WFP as described in Section 3.3; and
- e) References as described in Section 3.4.

1.6 **Contact**

Enquiries related to this RFP, including any requests for information or clarification may only be directed in writing to the following person who will respond if time permits before the Closing Time. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses providing new information will be recorded and posted to BC Bid and on the City website.

Melissa Smith, Financial Services Manager
Phone: (250) 489-0265
Email: msmith@cranbrook.ca

The cut-off for submitting any questions relating to this RFP will be 48 hours before the Closing Time. Questions received after this time may not be answered.

1.7 **Environmental Considerations for Proposal Delivery:**

The City encourages Proponents to consider submitting an electronic proposal. When submitting in hard copy, the City encourages Proponents to consider environmental stewardship, as per the following:

- Hard copy proposals should be double side printed on paper that is post-consumer recycled content or forest stewardship certified;
- Thin proposals should be stapled rather than bound;
- Binding, where required, should be comb-type rather than plastic or wire spiral for ease of separating to shred and recycle; and
- Binders, where required, should be free from adhered labels (for ease of re-use), and/or be made of post-consumer recycled content.

2. PROJECT OBJECTIVES AND SCOPE OF WORK

2.1 Background

The City of Cranbrook, with a population of nearly 20,000 and a service population in excess of 70,000, has a premiere sports facility known to the locals as Western Financial Place.

Western Financial Place is located at 1777 – 2nd St. N. in Cranbrook, BC. The arena part of the facility has a 4,600 seat ice arena, which is home to the BCHL's Cranbrook Bucks hockey team. The Cranbrook Bucks have twenty-seven regular season games plus preseason and potential playoff games from September through March possibly to May. The facility hosts special events; normally there are 4 to eight concerts or entertainment events annually. All of these games and events require security services. The facility is open daily except for select holidays. Security services are required on a daily basis as determined by the City.

2.2 Scope of Work

The City of Cranbrook is seeking to enter into a contract with a local security company to provide security at Western Financial Place and to respond to facility alarms during non-operational hours. Alarm monitoring is provided by Chubb Security.

- The Contractor must be licensed, bonded, and insured and provide proof of such as requested by the City;
- The Contractor will be required to supply security for 27 Cranbrook Bucks Games plus playoffs and preseason and have the ability to supply guards as needed for Special Events. The number of guards and hours will be determined by the City for Special Events. If the Contractor is unable to supply the requested number of experienced/qualified guards for a Special Event, the City reserves the right to subcontract supplemental guards as required and determined by the City;
- The Contractor will provide all safety equipment (i.e. communication devices, flashlights, etc.) required for their staff during all games, events, and scheduled hours;
- The Contractor must be able to supply guard services for normal operating hours as requested by the City. Western Financial Place operates from 5am – 2am 7 days a week. Various shifts will be required during these hours as determined by the City;
- The Contractor must be able to respond to late night alarms 365 days a year;
- The Contractor will provide guards who are professionally trained, licensed, insured, bonded, and have experience working within large groups of people and managing crowds;
- The Contractor must be able to demonstrate sufficient resources to perform the contract; and
- The City will establish the schedule for hours of work required for Western Financial Place.

3. PROPOSAL

The proposal should be prepared simply and economically. While additional data may be presented, the following Sections 3.1 – 3.4 **MUST** be included. They represent the criteria against which the Proposal will be evaluated.

3.1 Qualifications and Experience

Proponents should provide a general overview of their organization including its structure, size, length of time in operation, services provided, and capability to perform the work required as described in Section 2.2.

Proponents should outline the qualifications, experience and training of employees to be assigned to this contract. Indicate how the quality of staff over the term of the contract will be assured.

3.2 Fees for Services

Proponents must complete the Fees for Services section on the *Summary Form of Proposal* included with this RFP. The bid should include all pricing information relative to performing the services as described in this RFP.

Proponents must propose a:

- Fee for late night alarm responses;
- Hourly fee to provide security services for Western Financial Place;
- Hourly fee to provide security services for Western Financial Place during holidays as determined by the City.

3.3 Local Knowledge and Familiarity of Western Financial Place

Proponents should describe their local knowledge and familiarity of Western Financial Place. Please include any details you feel are relevant to this proposal.

3.4 References

Proponents should provide a minimum of three (3) references for whom they have provided similar services. Please include the name, email, and telephone number of the principal client contact.

4. EVALUATION CRITERIA

Evaluation of proposals will be by a committee formed by the City and may include employees and contractors of the City and other appropriate participants.

The City's intent is to enter into a Contract with the Proponent who has met all mandatory criteria and minimum scores (if any) and who has the highest overall ranking.

Proposals will be assessed in accordance with the entire requirement of the RFP, including all mandatory and weighted criteria.

4.1 **Mandatory Criteria**

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

Mandatory Criteria
a) The proposal must be received at the Closing Location before the Closing Time.
b) The proposal must be in English.
c) The proposal must be submitted using one of the submission methods set out in Section 1.3 of this RFP.
d) Hard copy submissions must be received in a sealed envelope.
e) The proposal must include a signed copy of the <i>Summary Form of Proposal</i> .

4.2 **Evaluation Criteria**

Proposals meeting all of the mandatory criteria will be further assessed against the following weighted criteria.

Weighted Criteria	Weight
Fees for Services (Section 3.2)	60
Qualifications and Experience (Section 3.1)	30
Local Knowledge and Familiarity of Western Financial Place (Section 3.3)	5
References (Section 3.4)	5
TOTAL	100

4.3 **Price Evaluation**

Only proposals that meet all mandatory requirements and minimum scores will be evaluated. The lowest overall price will be awarded all the points allocated to price. All other proposals will be evaluated using the following formula:

$$\frac{\text{Lowest Overall Price}}{\text{This Proposal's Overall Price}} \times \text{Maximum points available}$$

5. TERMS AND CONDITIONS

5.1 Acceptance of Terms and Conditions

Submitting a proposal indicates acceptance of all of the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda.

5.2 Additional Information

All Addenda will be posted on the City's website and BC Bid. It is the sole responsibility of the Proponent to check for Addenda. Proponents are strongly encouraged to subscribe to BC Bid's email notification service to receive notices of Addenda.

5.3 Late Proposals

Proposals will be marked with their receipt time at the Closing Location. Only complete proposals received and marked before the Closing Time will be considered to have been received on time. Proposals received after the Closing Time will be marked late and not considered or evaluated. In case of a dispute, the proposal receipt time as recorded by the City at the Closing Location will prevail whether accurate or not

5.4 Proposal Validity

Proposals will be open for acceptance for at least ninety (90) days after the Closing Time.

5.5 Firm Pricing

Prices will be firm for the entire Contract period unless the RFP specifically states otherwise.

5.6 Completeness of Proposal

By submitting a proposal the Proponent warrants that, if the RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no additional charge.

5.7 Changes to Proposals

By submitting a clear and detailed written notice, the Proponent may amend or withdraw its proposal before the Closing Time. Unless the RFP otherwise provides, Proponents should use a consistent submission method for submitting proposals and any amendments or withdrawals. Upon Closing Time, all proposals become irrevocable. The Proponent will not change any part of its proposal after the Closing Time unless requested by the City for purposes of clarification.

5.8 **Liability for Errors**

While the City has used considerable efforts to ensure information in the RFP is accurate, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

5.9 **Proponents' Expenses**

Proponents are solely responsible for their own expenses in participating in the RFP process, including the costs in preparing a proposal and for subsequent finalizations with the City, if any. The City will not be liable to any Proponent for any claims, whether for costs, expenses, damages or losses incurred by the Proponent in preparing its proposal, loss of anticipated profit in connection with any final Contract or any other matter whatsoever.

5.10 **No Commitment to Award**

The RFP should not be construed as an agreement to purchase goods or services. The lowest priced or any proposal will not necessarily be accepted. The RFP does not commit the City in any way to award a Contract.

5.11 **Reservation of Rights**

In addition to any other reservation of rights set out in the RFP, the City reserves the right, in its sole discretion:

- a) to modify the terms of the RFP at any time prior to the Closing Time, including the right to cancel the RFP at any time prior to entering into a Contract with a Proponent;
- b) in accordance with the terms of the RFP, to accept the proposal or proposals that it deems most advantageous to itself;
- c) to waive any non-material irregularity, defect or deficiency in a proposal;
- d) to request clarifications from a Proponent with respect to its proposal, including clarifications as to provisions in its proposal that are conditional or that may be inconsistent with the terms and conditions of the RFP, without any obligation to make such a request to all Proponents, and consider such clarifications in evaluating the proposal;
- e) to reject any proposal due to unsatisfactory references or unsatisfactory past performance under contracts with the City, or any material error, omission or misrepresentation in the proposal;
- f) at any time, to reject any or all proposals; and
- g) at any time, to terminate the competition without award and obtain the goods and services described in the RFP by other means or do nothing.

5.12 **Contract**

By submitting a proposal, the Proponent agrees that should its proposal be successful, the Proponent will enter into a Contract with the City.

Written notice to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

If a written Contract cannot be finalized with provisions satisfactory to the City within thirty (30) days of notification of the successful Proponent, the City may, at its sole discretion at any time thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

5.13 **No Guarantee of Volume of Work or Exclusivity of Contract**

The City makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the successful proponent will not be an exclusive contract for the provision of the goods or services described in Section 2. The City may contract with others for goods and services the same as or similar to those described in Section 2 or may obtain such goods and services internally.

5.14 **Solicitation**

Any attempt by Proponents to influence the outcome of the RFP process by engaging in solicitation, either directly or indirectly, of any employee, contractor or representative of the City, including members of the evaluation committee and any elected or appointed officials of the City, or with the media, may result in disqualification of the Proponent.

5.15 **Workers Compensation Act**

The Contractor must provide to the City their Worksafe BC registration number and a Letter of Clearance. The Contractor must ensure compliance on their part with the Workers' Compensation Act and the Occupational Health and Safety Regulations. This will extend to any subcontractors hired by the successful Proponent, who will be on City property.

In any case where pursuant to the provisions of the Workers' Compensation Act, the Workers' Compensation Board orders the Contractor, in respect of their operations under the RFP, to cease operations because of failure to install or adopt safety devices or appliances directed by the order of the said Board, or required under said Act or Regulations thereunder or because said Board is of the opinion the conditions or immediate danger exist that would be likely to result in injury to any person, or because of lack of payment of an account due to the Board, the City, on 24 hours written notice to the Contractor, may terminate the Contract.

5.16 Indemnity and Liability Insurance

For the purpose of any Contract the City may enter into with the successful Proponent, the Contractor must indemnify and hold harmless the City, its employees and agents, from any or all claims, demands, actions, and costs whatsoever that may arise, directly or indirectly out of any act or omission of the Contractor, its employees, or agents, in the performance by the Contractor of this RFP. Such indemnification must survive termination of the Contract.

The Contractor must provide to the City proof of \$2 million General Liability Insurance with the City named as an additional insured party. The City reserves the right to modify the type of insurance coverage and amount coverage (which may include increasing the amount of coverage) required to be carried by the Contractor.

5.17 Compliance with Laws and Permits

The Contractor must apply and pay for all necessary permits or licenses, including City of Cranbrook Business License, required for the execution of the work. The Contractor must give all necessary notices and pay for all fees required by law and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health. The Contractor must be responsible for the safety of all workmen and equipment on the project in accordance with all applicable safety legislation passed by Federal, Provincial and Local Authorities governing safety.

5.18 Trade Agreements

This RFP has been issued in compliance with the City of Cranbrook Purchasing Policy No. 40-501 and meets the requirements of the Canadian Free Trade Agreement and the New West Partnership Trade Agreement.

5.19 Freedom of Information

Without limiting other obligations under the *Freedom of Information and Protection of Privacy Act* and any other enactments that may apply to the City or the Proponent or to both, and despite any promises or commitment by the City to preserving the confidentiality of information to the extent permitted by law, the Proponent acknowledges that any information provided to the City in relation to this RFP, or that is created, produced, negotiated or otherwise comes within the City's custody or under its control pursuant to this RFP, may be subject to a legal requirement to disclose the information pursuant to a request for access under that Act.

5.20 **Conflict of Interest**

A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may, in the City's opinion, give rise to an actual, perceived or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by a Proponent in the preparation of the RFP or a relationship with any employee, contractor or representative of the City involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract.

A Proponent must disclose in its proposal any actual or potential conflict of interest and any existing business relationships it may have with the City of Cranbrook, its elected or appointed officials or employees. The City has the right to reject any proposal submitted by a Proponent who in the City's determination, has, or if awarded the Contract would have, an actual, perceived or potential conflict of interest.

If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the City Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.

CITY OF CRANBROOK

Summary Form of Proposal

RFP NO: CRA2022-R-001

NAME OF PROJECT: WESTERN FINANCIAL PLACE SECURITY SERVICES

DESCRIPTION

Fee for late night alarm responses	\$	_____
Hourly fee – security services	\$	_____
Hourly fee – security services during holidays	\$	_____

CONFIRMATION OF THE PROPONENT’S INTENT TO BE BOUND:

The enclosed Proposal is submitted in response to the referenced Request for Proposals, including any Addenda. By submitting a Proposal the Proponent agrees to all of the terms and conditions of the RFP including the following:

- a) The Proponent has carefully read and examined the entire Request for Proposals;
- b) The Proponent agrees that they have reviewed and considered all Addenda (if any) and have taken that into account with determining the price(s) proposed above;
- c) The Proponent has conducted such other investigations as were prudent and reasonable in preparing the Proposal; and
- d) The Proponent agrees to be bound by the statements and representations made in its Proposal.

Proponent Name (please print): _____

Name & Title of Authorized Representative (please print): _____

Signature of Authorized Representative: _____

Address: _____

Telephone: _____ **Email:** _____

Executed this _____ **day of** _____, **20** _____

APPENDIX 1
SAMPLE CONTRACT

V 2240.55

AGREEMENT

BETWEEN: **THE CORPORATION OF THE CITY OF CRANBROOK**
 40 – 10th Avenue South
 Cranbrook, BC
 V1C 2M8

OF THE FIRST PART

AND: **(SUCCESSFUL PROPONENT)**

OF THE SECOND PART

RE: **WESTERN FINANCIAL PLACE SECURITY SERVICES**

TERM: **XXXX to XXX**

APPENDIX 1
SAMPLE CONTRACT

THIS AGREEMENT dated this ____ day of _____, AD, 2022

BETWEEN: THE CORPORATION OF THE CITY OF CRANBROOK
(hereinafter referred to as "the City")

OF THE FIRST PART

AND: (SUCCESSFUL PROPONENT)
(hereinafter referred to as "the Contractor")

OF THE SECOND PART

WHEREAS the City wishes to hire a contractor to provide security services at Western Financial Place, and

WHEREAS the Contractor has entered to provide such services and has the necessary resources and expertise required by the City;

NOW THEREFORE this Agreement witnesseth that in consideration of the mutual terms and covenants contained herein, the parties agree as follows:

1. For the purposes of administering this Agreement, the City appoints the General Manager or his/her designate, hereinafter referred to as the "Manager".
2. All necessary supplies and equipment are to be supplied by the Contractor.
3. The Contractor shall, for the full term of this Agreement, provides such services as set out in Schedule 'A' Scope of Work, attached to and forming part of this Agreement.
4. The City shall pay the Contractor a fee, calculated on a time basis, for the provision of services outlined in Section 3. Fees on a time basis for all staff shall be hourly rates based on services performed as follows:

Security services	Hourly Rate: \$ _____ per guard
Security services during holiday hours	Hourly Rate: \$ _____ per guard
Fee for late night alarm responses	Per Call: \$ _____

5. The Contractor shall submit an invoice for services provided and the City shall make payment within thirty (30) days of receipt of the invoice.

APPENDIX 1
SAMPLE CONTRACT

6. This Agreement shall remain in effect and in force for a three (3) year period XXXX to XXXX. This Agreement may be terminated earlier by either party, giving to the other not less than sixty (60) days written notice. Such termination shall not affect those rights of the parties hereto which have occurred prior to the date of the termination and shall not relieve any party from its obligations which have arisen during the term thereof.
7. Should the Contractor fail to perform the duties and obligations of this Agreement, the City, at its sole discretion, may terminate the Agreement by providing the Contractor with one (1) days' notice.
8. This Agreement may be amended by the mutual consent of both parties.
9. For the purposes of this Agreement, the mailing address of the Contractor is:

 (SUCCESSFUL PROPONENT)

and the City is:

 The Corporation of the City of Cranbrook
 40 –10th Avenue South
 Cranbrook, BC V1C 2M8
10. The Contractor, while performing any services under this Agreement, is an independent contractor and is not an agent of the City.
11. The Contractor acknowledges that it is not an employee of the City and shall not be entitled to any of the rights or benefits afforded to employees of the City.
12. The Contractor acknowledges that it is an employer as defined in the Workers Compensation Act, and that it will, as a condition of the Agreement, follow and be responsible to ensure that Rules and Regulations are adhered to
13. The Contractor agrees that the terms and conditions of this Agreement shall be binding upon the Contractor, its staff, subcontractors and their staff employed by the Contractor; and further, that the Contractor shall abide by all applicable Federal and Provincial labour and equipment statutes.
14. Prior to undertaking any work, the Contractor shall provide the City with its registered Workers' Compensation Board account number and certify that its account is in good standing and that it will remain so for the duration of the Agreement.
15. The Contractor shall ensure compliance on his part and on the part of his staff and/or subcontractors, with the *Workers' Compensation Act* and the *Occupational Health and Safety Regulations*.

APPENDIX 1
SAMPLE CONTRACT

In any case, where pursuant to the provisions of the *Workers' Compensation Act*, the Workers' Compensation Board orders the Contractor or one of his staff and/or subcontractors in respect to their operations under this Agreement to cease operations because of failure to install or adopt safety devices or appliances or methods directed by order of the Board, or required by the Act or Regulation thereunder, or because the Board is of the opinion that conditions of immediate danger exist that would be likely to result in injury to any person, the Manager, on twenty four (24) hours written notice to the Contractor, may terminate the Agreement whether or not the work has been completed. Provided the Contractor is not available or capable of removing the danger to life or equipment resultant from the Contractor's operations, the Manager may arrange for the removal of this danger as a charge to the Contractor.

The Contractor is responsible for any costs, fines or levies as a result of any breach of Workers' Compensation Board Regulations.

16. The Contractor shall be responsible for payment of all costs and benefits payable by or on behalf of its employees, including, but not restricted to, if applicable, holiday pay, sick time allowance, unemployment insurance, Workers' Compensation, Canada Pension or any other pension plan contributions, Health Care Insurance Premiums, Liability Insurance, or Group Life Insurance.
17. The Contractor must provide on an annual basis to the City, Comprehensive Liability Insurance in the amount of not less than TWO MILLION DOLLARS (\$2,000,000) inclusive per occurrence, against bodily injury, death and property damage, including loss thereof, and such policy of insurance shall have a clause inserted therein stating that the City is an additional party insured under the policy.
18. The Contractor shall indemnify and hold harmless the City, its employees and agents, from any or all claims, demands, actions, and costs whatsoever that may arise, directly or indirectly out of any act or omission of the Contractor, its employees, or agents, in the performance by the Contractor of this Agreement. Such indemnification shall survive termination of this Agreement.

The City shall not be liable nor responsible for any bodily or personal injury whatsoever that may be suffered or sustained by the Contractor, its employees, or agents in the performance of this Agreement.
19. No assignment or transfer of any rights or privileges hereunder by the Contractor shall be valid without the prior written consent of the City or its representative.
20. The City of Cranbrook is subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. The Contractor is therefore advised that any invoices received by the City will be treated as a public document and the contents therein may be disclosed upon written request if required to do so pursuant to the Act.

APPENDIX 1
SAMPLE CONTRACT

21. It is the Contractor’s sole responsibility to disclose to the City in writing, prior to supplying goods or services, any actual, perceived, or potential conflict of interest and any existing business relationships it may have with the City of Cranbrook, its elected or appointed officials or employees.
22. The Contractor shall review City of Cranbrook Purchasing Policy No. 40-501 and, where applicable, shall adhere to the standards outlined in the policy.
23. Where the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.

IN WITNESS WHEREOF the parties hereto have executed this document on the ____th day of _____, 2022.

(SUCCESSFUL PROPONENT)

c/s

Witness

Mark Fercho, CAO

City of Cranbrook			
Approved		Date	Sig.
Municipal Clerk	Legal & Form		
Director of Recreation & Culture	Content		

APPENDIX 1
SAMPLE CONTRACT

SCHEDULE A
SCOPE OF WORK

The City of Cranbrook is seeking to enter into a contract with a local security company to provide security at Western Financial Place and to respond to facility alarms during non-operational hours. Alarm monitoring is provided by Chubb Security.

- The Contractor must be licensed, bonded, and insured and provide proof of such as requested by the City;
- The Contractor will be required to supply security for 27 Cranbrook Bucks Games plus playoffs and preseason and have the ability to supply guards as needed for Special Events. The number of guards and hours will be determined by the City for Special Events. If the Contractor is unable to supply the requested number of experienced/qualified guards for a Special Event, the City reserves the right to subcontract supplemental guards as required and determined by the City;
- The Contractor will provide all safety equipment (i.e. communication devices, flashlights, etc.) required for their staff during all games, events, and scheduled hours;
- The Contractor must be able to supply guard services for normal operating hours as requested by the City. Western Financial Place operates from 5am – 2am 7 days a week. Various shifts will be required during these hours as determined by the City;
- The Contractor must be able to respond to late night alarms 365 days a year;
- The Contractor will provide guards who are professionally trained, licensed, insured, bonded, and have experience working within large groups of people and managing crowds;
- The Contractor must be able to demonstrate sufficient resources to perform the contract; and
- The City will establish the schedule for hours of work required for Western Financial Place.