



## **QUOTATION**

**Item #L-20/20**

**Detention Unit Monitoring at the Brandon Police  
Service**

## **Detention Unit Monitoring at the Brandon Police Service**

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#### **Appendix 1 – Specifications**

##### **Bid Form**

The following information is available for download on the City of Brandon website: <https://purchasing.brandon.ca>

1. Sample Agreement – Detention Unit Monitoring

## **PART A. - INSTRUCTIONS TO BIDDERS**

### **1. DEFINITIONS**

Where in the Quotation Documents where the singular or masculine are used, the same shall be construed as meaning the plural or the feminine or the neuter as the context may reasonably require, and where the following terms are used, the intent and meaning shall be, unless the context otherwise requires, as follows:

"Bidder" means any person submitting a Bid Submission for work, which includes but is not limited to vendor, supplier, firm, contractor, architect, consultant, proponent, or tenderer.

"City" means the Municipal Corporation of the City of Brandon.

"Bid Submission" means an offer from a Bidder in response to a Bid Solicitation.

"Quotation Documents" means the Invitation to Bid, these Instructions to Bidders, Supplemental Conditions, the Bid Form, Specifications, and all Addenda.

### **2. ENQUIRIES**

Administrative inquiries and requests for clarification of the Bid process shall be made to the Procurement Manager in writing at **purchasing@brandon.ca** and must be received not less than five (5) days prior to the date for closing of Bids.

### **3. PRICING**

Prices shall be in Canadian Funds and shall be the total cost to the City of Brandon, including all applicable Federal and Provincial Taxes, duties, license costs, fees, insurance, workers compensation, vacation pay and all other charges, costs and assessments with all items being F.O.B. 1020 Victoria Avenue, Brandon Manitoba. It is the Bidder's sole responsibility to determine whether or not taxes are applicable.

### **4. RECEIPT OF QUOTATIONS**

The Quotation must be received by one of the methods indicated below before 5:00:00 p.m. local Brandon time, **Monday, November 16, 2020** to be accepted as a bona fide Bid Submission.

Bid Submissions must be received by the City before the stipulated closing time. Late Bid Submissions will not be accepted.

### **5. SUBMISSION OF QUOTATIONS**

The Bidder shall submit his Quotation on original or unaltered copies of the Bid Form provided herein. Any information provided by the City on any form must not be altered by the Bidder unless instructed to do so by written Addenda. The Bidder shall initial and date each correction, change, and/or erasure on the Bid Form. The Bid Form shall be clearly signed by the Bidder and shall clearly indicate the address of the Bidder, the Bidder's telephone number, and the date on which the Bid Form was signed by the Bidder.

Bids submitted by a partnership shall be signed and sealed in the name of the partnership by the authorized signing and sealing officers of the company. The name of the company and the names of the company along with titles of the signing officers shall be clearly printed in the spaces provided on the Bid Form.

The Bid Submission shall be submitted to the City by ONE of the following methods:

**a. Via Mail, Courier or Hand Delivery**

One (1) copy of the Bid Submission shall be submitted in a sealed envelope and addressed to the City of Brandon as follows:

City of Brandon  
Finance Department (Main Floor), City Hall  
410-9<sup>th</sup> Street  
Brandon, MB R7A 6A2  
Attention: Ms. Lindsay Loree, SCMP – Procurement Manager

CONFIDENTIAL: Item #L-20/20 – Detention Unit Monitoring at the Brandon Police Service

**Note:** In response to the COVID-19 pandemic, the City has implemented safety protocols for all individuals attending City Hall. Bidders are advised, in the case of delivery by hand or courier, the Bidder or courier personnel must comply with protocols currently in place at City Hall, which may include but are not limited to mandatory hand washing/sanitizing and following physical distancing standards. Bidders are advised adherence to the building protocols may result in a Bid Submission delivery delay. Failure to comply with the City's protocols may result in a Bid Submission not being accepted prior to the Bid Submission deadline. The City shall not be held responsible for any delivery delay caused by adherence to COVID-19 building protocols.

**b. Via Online Bidding Platform (E-submission)**

One (1) copy of an electronic Bid Submission in .PDF format shall be submitted via the "Submit Online Bid" link for the associated Bid Opportunity on the City of Brandon Purchasing & Tenders website: <https://purchasing.brandon.ca>.

The City utilizes an online bidding platform where electronic Bid Submissions may be submitted until the closing time indicated herein for receipt of Quotations.

The procedure for submitting electronic Bid Submissions can be viewed on the City's Purchasing & Tenders website or by clicking [here](#). Failure to follow the procedure as indicated may result in a Bid Submission not being received. Any failure or delay in the transmission or storage of an electronic Bid Submission is the sole responsibility of the Bidder and not of the City.

The City will ONLY accept electronic Bid Submissions uploaded to the City's online bidding platform. Electronic Bid Submissions sent via e-mail will **not** be accepted. If a Bidder encounters issues uploading an electronic Bid Submission, contact the City's Procurement Services Department at 204-729-2251.

A Bid Submission will only be considered to have been submitted once it has been received by the City in the online bidding platform. The time the Bid Submission is received shall be determined by the City's server time, which is linked to National Institute of Standards & Technology time. Bidders are advised the time the electronic Bid Submission is received is based on when the Bid Submission is received by the City's server.

A confirmation webpage will display advising the Bid Submission was submitted successfully and a confirmation email will be sent. Bidders should not consider their Bid Submission to have been submitted if the confirmation webpage does not display and a confirmation email is not received.

Bid Submissions received via the online bidding platform are held securely and are inaccessible by Procurement Services staff until after the stipulated closing date and time.

**Facsimile or E-mail Submissions Are Not Accepted.**

**6. ADDENDA**

The City shall have the right to amend the Quotation Documents prior to the date set for receipt of Bids. Revisions or clarifications will be issued in the form of Addenda forwarded to all registered recipients of the Documents. Verbal and other interpretations or clarifications will be binding only when confirmed by written Addenda. Bidders shall acknowledge receipt of all Addenda to the Quotation Documents in the space provided on the Bid Form. Failure to acknowledge all Addenda may cause the Quotation to be rejected.

**7. ALTERNATE BIDS**

Alternate Bid Submissions are accepted. A separate Bid Form offering an alternate may be attached to the Bid Submission, but a Bid Submission in the proper form must be offered complete and in no way be made conditional upon the terms contained in the separate Bid Form. A note "See Alternate Attached" may be added to the Bid Submission.

**8. WITHDRAWAL OF QUOTATIONS**

A Bidder shall be permitted to withdraw his Quotation, without penalty, if such request is received in writing by the Procurement Manager, prior to the time specified herein for receipt of Bids:

The City of Brandon  
410 - 9th Street  
Brandon, MB R7A 6A2

Ph: 204-729-2252  
FX: 204-726-8546  
E: [purchasing@brandon.ca](mailto:purchasing@brandon.ca)

The City shall retain the Quotation until after the time specified herein for the receipt of Quotations. The submission will be opened to verify that the name and signature of the person requesting the Quotation be withdrawn is the same as the name and signature of the person who submitted the Quotation. If the information is the same, the Procurement Manager will declare the Bid withdrawn.

**9. REJECTION OF QUOTATIONS**

The City reserves the right to reject any or all Quotations, the City in its sole discretion may reject as non-compliant any Quotation which contains omissions, erasures; is ambiguous or unclear as to meaning or intent; is incomplete, illegible, conditional or contains a qualifier; contains any non-requested alterations or additions to the information provided by the City; is obviously unbalanced; or fails to comply sufficiently with the Instructions to Bidders. The City may, in its sole discretion, waive any and all defects, informalities, and accept any Quotation, as compliant, which it considers is in the best interest of the City of Brandon.

**10. AWARD AND EXECUTION OF QUOTATIONS**

The City reserves the right to cancel this Quotation at any time. The Award of the Quotation, if it is to be awarded, shall be made within sixty (60) calendar days of the date on which the Quotations were opened, unless an extension of the said sixty (60) days is mutually agreed upon in writing between one or more Bidders and the City. Should no award be made within the said sixty (60) days or within any mutually agreeable extension thereof, then all Bidders shall be relieved of any obligation to enter into a Contract.

The award of the Quotation will not be binding until the successful Bidder has received written notification of the award of the Quotation from the Procurement Manager of the City of Brandon. No other act of the City shall constitute an award of the Quotation. The award of the Quotation shall fall under the governing laws of the Province of Manitoba.

The lowest or any Bid will not necessarily be accepted.

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**PART B. – SUPPLEMENTAL CONDITIONS**

**The City of Brandon  
For  
Detention Unit Monitoring at the Brandon Police Service**

**A) Application**

- A.1** The City of Brandon requires monitoring of Law Enforcement arrestees/detainees at the Brandon Police Service (BPS) to ensure their safety during detention.
- A.2** The duration of the contract will be for two (2) years from date of award, where upon it can be renewed for a two (2) year term thereafter, on similar conditions at the written request of the City and written acceptance of the Contractor. Indicate percentage increase/decrease for the additional years on the Bid Form.
- A.3** The Contractor will be required to sign up for direct deposit with the City of Brandon Accounts Payable.
- A.4** Appendix 1 indicates the minimum specifications.

**A) Local License Requirements**

Any persons conducting business within the City of Brandon from a Brandon residential address must have a valid Business License. This includes agents from companies that are not based in Brandon but where the agent is conducting his/her business from a Brandon address. Non-compliance will result in rejection of a Bid.

All successful Bidders of construction or service work for the City of Brandon, whether Brandon-based or otherwise, must obtain a City of Brandon License. This is not applicable to suppliers from outside of the City who supply the City of Brandon with goods for the sole use of the City.

Any inquiries on the above should be directed to Municipal Licensing at 204-729-2230.

**B) Schedule**

The City of Brandon intends to evaluate the Quotations and provide recommendations to Procurement Services within one (1) week of Quotations closing.

**C) Selection Process/Criteria**

- a)** Cost; and
- b)** Past performance/references.

The City reserves the right to contact or interview any or all Bidders to clarify their Bid Submission.

The City will normally award contracts to the lowest competent Bidder meeting the required specifications. However, the City retains the right to reject any or all Bids and take into consideration past performance of Bidders on similar contracts, both in and out of the City and such other factors the City considers relevant including experience with providing detention unit staffing for Law Enforcement at the Federal and Municipal level and the standard of training provided to their employees and the timing of services to be provided.

**D) Submittal Requirements**

Limit the Bid Submission to 8-1/2"x11" sized pages. Failure to include the following information will render the Bid Submission non-compliant.

**Please include the following:**

- 1) Bid Form; and
- 2) Proposed agreement changes/amendments (if any).

**E) Insurance and Indemnification Requirements**

Workers Compensation Number must be current and in good standing.

The Contractor shall at his own expense obtain Commercial General Liability (Occurrence form) policy written in the Contractor's name and including the City of Brandon as an additional insured in the amount of not less than \$5,000,000 (five million dollars) inclusive for bodily injury and/or property damage for any one occurrence or series of occurrences arising out of one cause. Legal or defence costs incurred in respect of a claim or claims shall not operate to decrease the limit of liability.

The Contractor shall agree to maintain, at its own expense, and during the term hereof, an insurance policy satisfactory to the City of Brandon providing a minimum of five million (\$5,000,000.00) coverage for Third Party Liability, Accident, Breakage, Theft by Employees and Workman's Compensation in respect to any and all work and services being performed under this Agreement and all staff members employed by the Contractor in respect to this Agreement. The company further undertakes to submit a Certificate of Insurance to the City stating such coverage.

Obtain Automobile Public Liability and Property Damage, owned and non-owned vehicles.  
Bodily Injury: each person each accident \$5,000,000 (five million dollars) per occurrence.

Upon request the Contractor shall provide a copy of their safety plan to the Chief of Police, or his/her designate.

The Contractor will be required to obtain bonding to include employees and submit a list of employees' names for background/security checks. Background/security checks will be completed by BPS. Staff will not be permitted to perform work until clearance has been authorized by BPS.

## APPENDIX 1

### SPECIFICATIONS ITEM #L-20/20

#### Detention Unit Monitoring at the Brandon Police Service

##### A. Background

The Brandon Police Service (BPS) had an agreement with the Brandon Correctional Centre for direct lock-up services. The agreement expired and BPS will be expanding the existing detention unit at 1020 Victoria Avenue, Brandon, MB.

While BPS is completing the design for a permanent expansion, a temporary detention unit will be installed. Services will be required in the current permanent detention unit from date of award. Monitoring of the temporary detention unit is anticipated to begin in January or February 2021 and within the permanent expansion upon completion which is anticipated in spring of 2022.

There are currently six (6) dry cells (no sink or toilet) located in BPS. The temporary detention unit will have six (6) wet cells (includes sink and toilet) when completed and the permanent expansion is anticipated to have between fifteen (15) to twenty (20) wet cells.

##### B. Requirements

1. The services provided by the Contractor shall include:
  - a. A minimum of two (2) staff members at all times, unless additional staff members are requested by BPS. The Contractor must ensure all positions are filled as required and is responsible for managing vacancies and staffing within the contract.
    - i. If additional staff members are requested, the staff member(s) to be able to attend to BPS within two (2) hours. Indicate on the Bid Form response time and hourly rate per additional staff member.
  - b. Staff members must be present every day, 24 hours a day.
  - c. The staff member complement shall endeavour to include at least one (1) male and one (1) female per shift.
  - d. Monitoring of all arrestees/detainees to ensure their safeguarding according to procedures and protocols established by BPS including but not limited to:
    - i. Ensuring detention unit keys are stored safely.
    - ii. Maintaining detention unit security.
    - iii. Conducting searches of cells prior to occupation and when cells are vacated.
    - iv. Monitoring fire safety and be fully familiar with fire orders.
    - v. Ensuring all personal effects removed from arrestees/detainees are properly secured.
    - vi. Ensuring safety, security and wellbeing of arrestees/detainees.
    - vii. Physical inspections and checking of arrestees/detainees frequently and regularly. This may include the assistance of using of Closed Circuit Television (CCTV) between physical inspections.
    - viii. Live monitoring arrestees/detainees known to have or suspected of having suicidal tendencies.
    - ix. Assisting BPS members when required to search arrestees/detainees.
    - x. Organizing meals for arrestees/detainees as required.
    - xi. Performing escort duties as required.
    - xii. Handling and dispensing laundry items as required.
    - xiii. Launder items as required within BPS.
    - xiv. Under the supervision of the BPS Officer, continuing to make prescription medications available for detainees.
    - xv. Recording arrestee/detainee activity and maintain the arrestee/detainee activity logbook.



- xvi. Maintaining cleanliness and tidiness of cells when vacated or arranging janitor assistance.
  - xvii. Recording any damages to cells when vacated.
  - xviii. Reporting any damages or repairs of fixtures and fittings within detention unit.
  - xix. Performing other relevant duties as required by BPS.
  - xx. Adhere to all relevant BPS policies and practices.
  - e. Completion of computerized and paper documentation as required by BPS.
2. The Contractor shall ensure:
- a. All staff members have current First Aid, CPR and AED certification with the expectation all certifications will remain current and up to date;
  - b. All staff members have current basic Use of Force training and any other training deemed relevant by the Contractor or BPS;
  - c. All staff members are equipped with proper protective equipment including protective vests that are NIJ spike-slash certified as determined by BPS;
  - d. All staff assigned to BPS are equipped with appropriate uniforms as determined by BPS; and
  - e. Replacement of any staff member found by BPS to be unsatisfactory.
3. All personnel supplied by the Contractor shall be approved by BPS.
4. BPS may provide additional Use of Force training for the Contractor's staff assigned to BPS.
5. Preference will be given to Firms that have prior experience providing detention unit monitoring of arrestees/detainees for law enforcement.

### **C. Miscellaneous**

1. The Contractor shall:
- a. Maintain confidentiality in all matters.
  - b. Pay legal wages to the staff members. The City cannot and will not be party to the underpaying of legal wages.
  - c. Sign an agreement with the City. A sample agreement has been provided for reference.
  - d. Sign up for direct deposit with the City's Accounts Payable.
2. The Staff members shall:
- a. Be bondable.
  - b. Be in uniform.
  - c. Be in good physical condition.
  - d. Possess excellent written and oral command of the English language.
  - e. Maintain telephone contact with the BPS Staff Sergeant.
  - f. Adequately complete all documentation required by the City.
  - g. Perform all duties or functions as established and determined by the City.
  - h. Successfully complete all required training courses and maintain certifications.
3. The City requires a total cost for service (including all applicable charges including but not limited to wages, mileage, fuel, taxes.) Total Bid Price listed on the Bid Form must include all applicable charges.
4. Indicate on the Bid Form the hourly rate for statutory holidays as defined under the Manitoba Employment Standards Code.

# CITY OF BRANDON BID FORM

QUOTATION: Item: #L-20/20

SUBJECT: Detention Unit Monitoring at the Brandon Police Service

**CLOSING DAY:** 5:00:00 pm local Brandon time, Monday, November 16, 2020

I, \_\_\_\_\_ representing \_\_\_\_\_  
(Name) (Company Name)  
of \_\_\_\_\_  
(Mailing Address) (City) (Province) (Postal Code)  
\_\_\_\_\_  
(Phone Number) (Fax Number) (G.S.T Registration Number)

Email Address: \_\_\_\_\_

I am authorized to bind the corporation and do hereby submit this as my price on the above-noted item.

The total amount of my bid price in Canadian funds including all duties and applicable fees, F.O.B., 1020 Victoria Avenue, Brandon, Manitoba, is:

## Detention Unit Monitoring at the Brandon Police Service

Base Price	\$ _____	/24 hour period
Plus (5%) G.S.T.	\$ _____	
Plus (7%) MB R.S.T.	\$ _____	
<b>TOTAL BID PRICE</b>	<b>\$ _____</b>	<b>/24 hour period</b>

Hourly rate for additional staff members as requested: \$ \_\_\_\_\_ per hour per staff member (includes taxes)

Response time for additional staff members as requested: \_\_\_\_\_ hours

Hourly rate for statutory holidays as defined under the Manitoba Employment Standards Code:

\$ \_\_\_\_\_ per hour per staff member (includes taxes)

Year Two (2) Price Increase/Decrease: \_\_\_\_\_ %

Optional Year Three (3) Price Increase/Decrease: \_\_\_\_\_ %

Optional Year Four (4) Price Increase/Decrease: \_\_\_\_\_ %

Workers Compensation Number: \_\_\_\_\_ (must be current and in good standing)

Four (4) Police Agency References to whom the Contractor has provided contract guard services:

Company: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Time Period Worked: \_\_\_\_\_

Company: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Time Period Worked: \_\_\_\_\_

Company: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Time Period Worked: \_\_\_\_\_

Company: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Time Period Worked: \_\_\_\_\_

Note: Review Section E) Submittal Requirements to ensure all documentation is submitted.

We hereby acknowledge receipt of the following Addenda to the Quotation Documents:

Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____

_____	_____	_____
(Signature)	(Date)	(Witnessed by)*

I am authorized to bind the Corporation

\_\_\_\_\_  
Print Name of Witness

\*This document must be witnessed to be compliant.