



521-2008 ADDENDUM 1

PROVISION OF PARKING ENFORCEMENT CONTRACT SERVICES

URGENT

**PLEASE FORWARD THIS DOCUMENT TO
WHOEVER IS IN POSSESSION OF THE BID
OPPORTUNITY**

ISSUED: July 30, 2008
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**THIS ADDENDUM SHALL BE INCORPORATED
INTO THE BID OPPORTUNITY AND SHALL
FORM A PART OF THE CONTRACT
DOCUMENTS**

Template Version: A20070419

Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Bid Opportunity, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 8 of Form A: Bid may render your Bid non-responsive.

PART B – BIDDING PROCEDURES

Add: B9.2.2

B9.2.2 Consistent failure to provide adequate staff as required in B9.2.1 and E2.4(d) shall be considered in accordance with C17 of the General Conditions.

Revise: B12.3(d)

B12.3(d) have all personnel bonded and sworn as a special constable in accordance with the provincial regulations prior to the commencement of Work. **Special constable status is granted through the Winnipeg Parking Authority and is based on a basic level of training suitable for the task and shall include, but may not be limited to:**

- (i) customer service;
- (ii) basic safety awareness relating to the duties performed by an enforcement officer;
- (iii) conflict resolution;
- (iv) awareness of basic legislation relating to by-laws enforced.

PART D – SUPPLEMENTAL CONDITIONS

Add: D11.4

D11.4 Liquidated Damages do not apply to B9.2.1 and E2.4(d).

Add: D15.3.1

D15.3.1 Records may be submitted in a suitable Microsoft application or Adobe format.

PART E – SPECIFICATIONS

Add: E2.6

E2.6 The Contractor is responsible for all costs associated with:

- b) photo radar offences;
- c) damage directly resulting from improper operation of Winnipeg Parking Authority equipment, including vehicles;

d) temporary replacement of equipment.

Revise: E6.2

E6.2 On occasion the Winnipeg Parking Authority will have equipment upgrades and the contractor's employees will require training. The Contractor will be responsible for any overtime incurred for equipment upgrade training which typically may occur approximately four (4) times per year.

Add: E9.1.1

E9.1.1 The Winnipeg Parking Authority shall designate routes.

Delete: E11.1.1(d)

The following are the questions and responses from the Bidder's Conference held Friday, July 25, 2008.

Q1 Clarify B9.2 and B9.3.

A1. Overtime will be paid for work where less than 24 hours notice is given.

Q2. Will liquidated damages be applied if the contractor can not provide all the staff required for the surge capability for the overnight parking ban?

A2. Liquidated damages will not normally be applicable to the requirements under the surge capability. However, consistent failure to meet the requirement will affect determination of performance.

Q3. What is the training required for the special constable?

A3. Special constable status is granted through the Winnipeg Parking Authority and is based on a basic level of training suitable for the task and shall include, but may not be limited to: (this training is in addition to that already specifically mentioned in the bid opportunity)

- customer service;
- basic safety awareness;
- conflict resolution;
- awareness of basic legislation relating to by-laws enforced.

The contractor will be expected to provide the above training to a level acceptable to the City prior to the granting of Special Constable status and deployment to the work-site for site specific training.

Q4. Will the contractor be enforcing City and Provincial by-laws?

A4. The contractor will be enforcing City of Winnipeg by-laws, which in some cases further amplify Provincial Legislation (primarily the Highway Traffic Act).

Q5. How will the statutory holidays be paid?

A5. People working on statutory holidays will get statutory pay. People not working on statutory holidays will get regular pay.

Q6. Clarify the vehicles provided.

A6. Currently, the City has a fleet of twelve (12) vehicles. It is anticipated that, as the vehicles reach end of life-cycle, negotiations may be entered into with the contractor to provide some or all of the vehicles.

Q7. Does the City pay for the maintenance of vehicles?

A7. The City will pay for the maintenance of vehicles. The Contractor shall be responsible for any charges regarding deductibles and damage resulting from improper use of the equipment. Currently the deductible is \$500.00.

Q8. Who will be responsible for the installation of specialized equipment such as GPS systems?

A8. The Winnipeg Parking Authority will be responsible for the installation of specialized equipment. Any vehicle that is used as a replacement on a short-term basis will not be required to have the specialized equipment installed.

Q9. For the Criminal Record Search, can someone who has a conviction that is not against people or property be able to work?

A9. The requirement is as per D9.

Q10. What is meant by adequate medical service?

A10. Adequate medical service would include first aid kits supplied in vehicles and ensuring that employees working late at night, who may have a medical condition, having recourses in case something should happen as a result of their condition.

Q11. Clarification of E6.2.

A11. On occasion the Winnipeg Parking Authority will have equipment upgrades and the contractor's employees will require training. The Contractor will be responsible for any overtime incurred for equipment upgrade training which typically may occur approximately four (4) times per year.

Q12. Clarify E4.1.2.

A12. Progressive disciplinary action will normally be taken in conjunction with corrective action by the contractor. Each case will be dealt with on an individual basis, and depending on the severity of the reasoning for disciplinary action, immediate removal from the site may be required.

Q13. Why are you going out for bids now, after all this time?

A13. In accordance with the Materials Management Policy this will now be awarded by the competitive bidding procedure.

Q14. You will be using liquidated damages for work that does not meet the requirements; will there be bonuses for over performance?

A14. The City does not, at this time, provide bonuses for over performance. The primary concern of the City is to ensure compliance with existing regulations – which requires full staffing as per the specifications. Failure to provide staffing is the trigger for liquidated damages, not a failure to achieve a specified activity level.

Q15. How do we dictate lunch periods?

A15. The Contract Administrator and the contractor will mutually agree upon the times taken for lunch hours and breaks to be suitable for the operational requirements of the Winnipeg Parking Authority.

Q16. Will independent audits be shared with the contractor?

A16. Yes.

Q17. Have you done any testing on routes and tickets issued?

A17. Yes.

Q18. Will the contractor be responsible for designating routes?

A18. The Winnipeg Parking Authority will designate the routes the contractor will provide the people.

Q19. How did you come to the liquidated damage charge of \$140.00?

A19. It is based on an average ticket level and activity level per hour.

Q20. What format does the City require for records specified in D15.3?

A20. Records can be submitted in any Microsoft format or Adobe PDF.

Q21. When will the contract be awarded?

A21. Bids are valid for sixty days from the submission deadline.

Q22. Clarify D2.3.

A22. It is highly anticipated that council will approve funding.

Q23. Clarify E11.1.1(d) and (f).

A23. The towing request in E11.1.1(d) is not required and the bicycles in E11.1.1(f) will be supplied by the City.

Q24. Clarify E2.4(d).

A24. An example of a "surge" would be the City requiring an additional twenty-one (21) patrol officers which would be in addition to the nine (9) currently on duty.