



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 521-2008

PROVISION OF PARKING ENFORCEMENT CONTRACT SERVICES

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF PARKING ENFORCEMENT CONTRACT SERVICES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 8, 2008.

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. BIDDERS' CONFERENCE

B3.1 Further to C3.1, the Contract Administrator will hold a Bidders' conference at 510 Main Street, Administration Building, 2nd Floor, Conference Room 1 from 9:00 a.m. to 12:00 noon on July 25, 2008.

B3.2 The Bidder is advised that, at the Bidders' Conference, questions concerning this Bid Opportunity will be addressed.

B3.3 The Bidder shall not be entitled to rely on any information or interpretation received at the Bidders' Conference unless that information or interpretation is provided by the Contract Administrator in writing.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

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

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

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

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

B4.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

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 internet site at <http://www.winnipeg.ca/matmgt>.
- B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division internet site 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 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, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he 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 Total Bid Price upon the specified item but may

also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B16.

- 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.
- B6.10 Notwithstanding B6.1 to B6.9 and in accordance with B7.5, deviations to terms and conditions inconsistent with the Bid Opportunity document shall be evaluated in accordance with B16.1(a).

B7. BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
 - (c) Operating Plan describing how the Bidder proposes to provide the Contract requirements;
 - (d) Experience of key personnel.
- 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 B16.1(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 own name, his 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 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 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 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 C11.1.1, 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 City shall not pay overtime for the shift hours as defined in the Specifications of this Work.
- B9.2.1 Should the City deviate/change the shift hours in short/unreasonable times (less than twenty-four (24) hours is given by the City), that result in an overtime situation under the Employment Standard Code of Manitoba, the City shall pay overtime based on the rates specified on the Form B: Prices.
- B9.3 Statutory and Civic Holiday rates, unless otherwise identified by the Bidder, shall only apply when the Work is scheduled on the following holidays. This list is conditional to any changes in Federal and Provincial Legislation.
- (a) New Year's Day;
 - (b) Louis Riel Day;
 - (c) Good Friday;
 - (d) Victoria Day;
 - (e) Canada Day;

- (f) Civic Holiday (August);
- (g) Labour Day;
- (h) Thanksgiving Day;
- (i) Remembrance Day;
- (j) Christmas Day;
- (k) Boxing Day;
- (l) Easter Monday

B9.4 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.

B9.5 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.

B9.6 Prices from Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. OPERATING PLAN

B10.1 The Bidder shall provide an Operating Plan that demonstrates how the Bidder intends to fulfill the requirements of the contract including, but not limited to, an attendance management policy and how they will deliver critical incident counselling to their employees should the need arise.

B11. INDUSTRY EXPERIENCE OF KEY PERSONNEL

B11.1 The Bidder shall submit a list of Key Personnel including a description of previous experience in a related field.

B12. QUALIFICATION

B12.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B12.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt/debar.stm>.

B12.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and

- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have all personnel bonded and sworn as special constables in accordance with the provincial regulations prior to the commencement of Work;
- (e) have all personnel assigned to mobile units, to hold a valid Manitoba driver's license and have completed the Canada Safety Council Defensive Driving Course within the previous three years;

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

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

B13. OPENING OF BIDS AND RELEASE OF INFORMATION

B13.1 Bids will not be opened publicly.

B13.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Price (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 internet site at <http://www.winnipeg.ca/matmgt>.

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

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

B14. IRREVOCABLE BID

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

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

B15. WITHDRAWAL OF BIDS

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

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

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

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

- (a) retain the Bid until after the Submission Deadline has elapsed;

- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Bid withdrawn.

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

B16. EVALUATION OF BIDS

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

- (a) compliance by the Bidder with the requirements of the Bid Opportunity or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
- (c) Total Bid Price 65%
- (d) Operating Plan 30%
- (e) industry experience of key personnel 5%
- (f) economic analysis of any approved alternative pursuant to B6;

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

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

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

B16.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.

B16.4.2 Further to B16.1(c), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B16.5 Further to B16.1(d), the Operating Plan shall be evaluated based on the information submitted.

B16.6 Further to B16.1(e), the industry experience of key personnel shall be evaluated based on the information submitted.

B16.7 This Contract may be awarded as a whole (Alternative 1) or separately in sections (Alternative 2) as identified on Form B: Prices.

B16.7.1 Notwithstanding B9.1, the Bidder may, but is not required to, bid on both alternatives, or on any one or more sections in Alternative 2.

B16.7.2 Notwithstanding B17.3, the City shall not be obligated to award any section to the responsible Bidder submitting the lowest evaluated responsive Bid for that section and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on both alternatives or on all sections in Alternative 2, he shall have no claim

against the City if his partial Bid is rejected in favour of an award of the Contract on the basis of an alternative or section upon which he has not bid.

B17. AWARD OF CONTRACT

- B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B17.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B17.2.1 Without limiting the generality of B17.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Bid is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B17.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B16.
- B17.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.
- B17.4 Notwithstanding C4.1, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B17.5 The Contract Documents, as defined in C1.1(n), 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 internet site at 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 Parking Enforcement, for the period of award of contract to August 31, 2009 with the option of up to five (5) mutually agreed upon one year extensions.

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

- (a) Foot Patrol Services;
- (b) Mobile Patrol Services; and
- (c) Training and Quality Assurance.

D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2008.

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 sixty (60) 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.

D2.5 The Contractor is advised that the City will provide vehicles for the Work of the Contract for the initial period stated in D2.1. If the Contract results in the Work being extended in accordance with D2.1 the negotiations may involve the Contractor supplying some or all of the required vehicles in order to perform the Work of the Contract.

D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

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

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Randy Topolniski
Manager, Enforcement and Compliance
Winnipeg Parking Authority
495 Portage Avenue
Winnipeg MB R3B 2E4

Telephone No. (204) 986-2886
Facsimile No. (204) 986-5155

D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

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 employ.
- D5.2 Before commencement of Work, the Contractor shall identify his 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. NOTICES

- D6.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:
- The City of Winnipeg
Chief Financial Officer
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

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

D8. INSURANCE

- D8.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
 - (b) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work;
- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D8.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D8.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D9. SECURITY CLEARANCE

D9.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence.

D9.2 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.

D9.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work.

D9.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.

D9.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.

CONTROL OF WORK

D10. COMMENCEMENT

D10.1 The Contractor shall not commence any Work until he 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 D7;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the insurance specified in D8; and
 - (iv) the security clearances specified in D9;
 - (v) Evidence of personnel being bonded and duly licensed or accredited for security work and as special constables in accordance with provincial regulations;
 - (vi) Evidence of personnel assigned to mobile units having a valid Manitoba driver's license and satisfactory completion of a defensive driving course.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D11. LIQUIDATED DAMAGES

D11.1 If the Contractor fails to achieve the Work of the Contract, the staffing of shifts as required in accordance with E9, the Contractor shall pay the City one hundred forty dollars (\$140.00) per hour for each and every working hour that performance has been insufficient.

D11.2 The amount specified for liquidated damages in D11.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve the Work of the Contract.

D11.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D12. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D12.1 Further to C6.23, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D13. SAFETY

D13.1 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.

D13.2 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.

D13.3 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;

D14. ORDERS

D14.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D15. RECORDS

D15.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D15.2 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.

D15.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

MEASUREMENT AND PAYMENT

D16. INVOICES

D16.1 Further to C11, the Contractor shall submit an invoice for the Work performed during the previous calendar month.

D16.2 Invoices must clearly indicate, as a minimum:

- (a) the City's order number;
- (b) date(s) of provision of services;
- (c) location at which service was provided;
- (d) type and quantity of services provided;
- (e) names, shift working hours and hourly rates;
- (f) the amount payable with GST and MRST shown as separate amounts; and
- (g) the Contractor's GST registration number.

D16.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D17. PAYMENT

D17.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D17.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D18. WARRANTY

D18.1 Warranty is as stated in C12.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E2. SERVICES

E2.1 The Contractor shall provide the City of Winnipeg Parking Authority with trained and qualified personnel, 24/7 to perform a variety of functions in accordance with the requirements hereinafter specified, including but not limited to:

- (a) parking by-law enforcement;
- (b) supervisory duties;
- (c) parking tag quality assurance and training.

E2.2 The Contractor shall assume all liability for the performance of staff, including but not limited to:

- (a) loss or damage to public or private property due to negligence;
- (b) non performance;
- (c) errors or omissions; and
- (d) training.

E2.3 The Contractor shall assume all liability, costs and responsibilities related to:

- (a) employment cost;
- (b) payroll;
- (c) training;
- (d) legislated or company benefits;
- (e) applicable taxes;
- (f) correct use of vehicles;
- (g) correct use of other equipment; and
- (h) overall job performance.

E2.4 The Contractor shall deploy staff and resources in sufficient numbers and capabilities to achieve minimum results as follows:

- (a) coverage of all metered and timed parking areas in the City, to the satisfaction of the Contract Administrator, to ensure all offenders are ticketed (subject to audit);
- (b) two and one half (2.5 hr.) hour maximum patrol time per patrol route within metered timed parking areas;
- (c) two (2) hour maximum dispatch and travel time to attend special duties or investigations as may be called in by the public;
- (d) a 'surge capability' to provide additional patrol officers as required to meet the requirements of parking bans related to snow clearing and street cleaning activities and other times as required;
- (e) all reports and logs (supplied by the Contractor) be kept up to date while on shift;
- (f) all occurrences of a non routine nature documented and escalated to supervisory level and submitted daily to the Contract Administrator;
- (g) Post Orders (supplied by the Contractor) professionally prepared and maintained for all positions; and

- (h) imaging and documentation for all parking ticket occurrences reviewed and verified daily.
- (i) any odd occurrences shall be brought to the Contract Administrator's attention.

E2.5 The Contractor performance shall be subject to independent audit as per the Contract Administrator's instruction.

E3. MATERIALS AND RESOURCES

E3.1 The Winnipeg Parking Authority shall provide the following resources required to accomplish related tasks including but not limited to:

- (a) public parking office and operational facilities necessary for core City functions;
- (b) computers, 2 way radios, cell phones, imaging, wireless and fitted communications technologies for City network systems; and
- (c) extreme cold weather clothing.

E3.2 The Contractor shall provide and maintain all personal resources for all on site staff including, but not limited to:

- (a) basic non-military style uniform and other specialized outerwear for all staff for all seasons and appropriate footwear where required; and
- (b) office and operation supplies, note books and equipment for performance of the generic work of the group;

E3.3 Military or police style uniform and rank may be used internal to the Contractor's on Site staff, but will not be used when dealing with the public.

E3.4 The City may require the use of electronic time measurement systems to provide time management and tracking for on-shift personnel.

E3.5 Further to E3.1(a),The Contractor is advised that the City will provide office space for the Work of the Contract for the initial period stated in D2.1. If the Contract results in the Work being extended in accordance with D2.1 the negotiations may involve the Contractor supplying some or all of the required office space in order to perform the Work of the Contract.

E4. STANDARDS

E4.1 Suitability and deployment of staff to the Site is the responsibility of the Contractor. Terms and conditions of employment are the responsibility of the Contractor.

E4.1.1 The Contractor shall perform due diligence and exercise effective staff selection, supervision and management to ensure all personnel deployed to the Site remain suitable.

E4.1.2 The Contractor shall remove any employee who, in the sole opinion of the Contract Administrator, is deemed unacceptable for employment on this Contract.

E4.2 All performance evaluation, day to day management files and records shall be maintained on Site and available at any time for the Contract Administrator to view.

E4.3 Overall performance of the Contractor and individuals deployed to the Site will be assessed and reported to the Contract Administrator on an annual basis.

E5. TRAINING

E5.1 All personnel deployed to the Site must have obtained a demonstrated basic skill level in the following areas:

- (a) use of radios, cell phones, personal data assistants and computers (MS Word/Excel, email and internet);
- (b) use of parking facility management systems;

- (c) excellent dress, public relations, interpersonal, written and verbal communications skills, including fluency in one or both official languages;
- (d) demonstrated decisiveness, good judgment and ability to assess and address emergent situations quickly; and
- (e) demonstrated experience executing routine and specialized tasks and procedures in a high accountability and transparency environment (experience with levels of accountability, log books, report writing, summary investigation, etc.).

E5.1.1 All personnel deployed to the Site must be licensed as a Special Constable for the Province of Manitoba.

E5.2 All personnel deployed to the Site must have obtained formal training and demonstrate an ability to perform in the following areas:

- (a) first aid and CPR (renewed every two years);
- (b) basic security and trespass law familiarization;
- (c) basic personal safety awareness; and
- (d) WHMIS.

E5.2.1 All personnel deployed to the Site and assigned to vehicle based patrols must be in valid possession of proof of completion of the Canada Safety Council Defensive Driving Course or equivalent within the last three (3) years.

E5.3 All personnel deployed to the Site must:

- (a) agree to information handling controls as required by FIPPA, the City of Winnipeg and the Province of Manitoba;

E5.4 The Contractor shall provide three (3) on Site training shifts for each trainee in each new role. Following training, the Contractor shall provide a short evaluation of the trainee to the Winnipeg Parking Authority with a request to assign that individual to an authorized shift. The Contract Administrator may waive the three (3) day training requirement at His option.

E6. SPECIALIZED TRAINING AND RESOURCES

E6.1 If any specialized training or resource allocations are required by either the City or the Contractor, both parties will work together to determine a reasonable accommodation

E6.2 The Contractor shall be responsible for the difference in pay between regular and overtime rates when such overtime is incurred as the result of specialized training related to new enforcement technologies to a maximum of two (2) hours per month.

E7. ADJUSTMENT

E7.1 The Winnipeg Parking Authority reserves the right to adjust staff deployment, shift times, schedules, requirements and positions as may be needed to address the Winnipeg Parking Authority's ongoing mission.

E7.2 Contract staffing levels, pay/billing rates, position descriptions, or individual tasks may be adjusted as necessary upon 30 days written notice by either party and subject to mutual agreement.

E8. CONTRACT DUTIES AND RESPONSIBILITIES

E8.1 The Contractor is expected to maintain foot and/or mobile patrol operations citywide in support of parking control, rush hour routes, disabled areas and fire routes, street cleaning, snow removal, special events, security patrol and response to emergencies and other situations are required in accordance with the Contract Administrator.

- E8.2 The Contractor shall engage and maintain records in tag and towing procedures in accordance with the standing operating procedures approved by the Winnipeg Parking Authority.
- E8.3 The Contractor shall provide patrols and walk through of Winnipeg Parking Authority facilities as required or a routine or extraordinary basis.
- E8.4 The Contractor's staff shall be diligent and shall take action and maintain records to ensure the safety and security of information of customers at Winnipeg Parking Authority facilities and services as directed by the Contract Administrator.

E9. POSITIONS AND DUTIES

E9.1 The breakdown of positions and required Shifts are: (total hours are based on 8 hours per shift)

Position	Times	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Coordinator Patrol Services	0800-1600	1	1	1	1	1			40
Shift Supervisor	0600-1400	1	1	1	1	1			40
Shift Supervisor	1400-2200	1	1	1	1	1			40
Mobile Patrol Officer	0630-1430	9	9	9	9	9	1	1	376
Mobile Patrol Officer	1430-2230	9	9	9	9	9	1	1	376
Mobile Patrol Officer	2230-0630	3	3	3	3	3	1	1	136
Mobile Patrol Officer	0900-1700						2	2	32
Training Officer*	0900-1800	2	2	2	2	2			80
Parking Lot Patrol	0630-1430	2	2	2	2	2			80
Foot Patrol Officer*	0900-1800	16	16	16	16	16			640
Total hours									1840
<p>* Foot Patrol and Training Officers are paid for an 8 hour shift, but the Contractor must ensure adequate coverage of all patrol areas during the time indicated.</p>									

E9.2 In addition to the above noted hours, during the period of December 1 to March 31, the requirement for the 2230 – 0630 shift will be for a shift supervisor and an additional six (6) mobile patrol officers (for a total of nine (9) mobile patrol officers). These additional staffing requirements do not need to be quoted in the bid price but will form part of the contract.

E10. PATROL SERVICES GROUP

E10.1 **COORDINATOR PATROL SERVICES** (Work level – Supervisor)

E10.1.1 One (1) position required at 40 hours per week from 0800 to 1600, Monday to Friday not required weekends and Stat Holidays, and includes:

- (a) prepare work schedules and maintain records of annual vacation, sick leave and all daily, weekly, monthly and yearly Statutory holidays;

- (b) submit accurate and timely pay sheets and request for overtime and vacation pay;
- (c) prepare and distribute Lifting of Restriction (LOR) and Selective Enforcement requests;
- (d) record and distribute street work, special event and filming permits;
- (e) liaise with Public Works with respect to street cleaning and snow removal operations as well as street signage changes;
- (f) prepare Policy and Procedure Directives and Instructions;
- (g) have thorough knowledge of all parking regulations, by-laws and procedures in order to respond to public inquiries by phone or in person;
- (h) coordinate with the Communications Centre to prepare and maintain various logs including radio checks, towed vehicles, complaint logs, LORs and selective enforcement requests and parkade checks;
- (i) report suspected abandoned, stolen and uninsured vehicles to Winnipeg Police Services;
- (j) provide guidance to patrol members in unusual situations;
- (k) liaise with Magistrates at 373 Broadway, Street Constables, permit section at 1155 Pacific and the handicap permit staff; and
- (l) other duties as required.

E10.2 SHIFT SUPERVISOR (Work level – Supervisor)

E10.2.1 Two (2) positions required at 80 hours per week, and includes:

- (a) have thorough knowledge of all parking regulations, by-laws and procedures;
- (b) ensure a high standard of dress and deportment of the personnel;
- (c) clean and pressed uniforms shall be worn.
- (d) mark attendance and re-assign personnel as required;
- (e) advise members of all changes to policy and procedure, changes to street signage (whether permanent or temporary), all requests for lifting of restrictions and selective enforcement;
- (f) maintain up to date records of all forms, lifting of restrictions, selective enforcement, street works, special events and filming permits;
- (g) ensure sufficient materials are available for each shift to complete their duties;
- (h) ensure all radio batteries are fully charged and when necessary taken in to repair;
- (i) maintain a file of completed ticket books;
- (j) review all tickets written during the shift for accuracy and compliance with by-laws and procedures and record voided tickets;
- (k) respond to public inquiries concerning parking regulations and complaints received and dispatch members to deal with same as required;
- (l) maintain the Daily Towing Report, Parkade Patrol Log, Stolen Vehicle Report, Parking Complaint Log, Missing Sign Report and other such reports that may be required;
- (m) periodically check Work Orders from Works and Operations to determine date of completion by on Site inspection;
- (n) provide on street supervision for patrol members;
- (o) attend traffic court as required;
- (p) record and report daily statistics; and
- (q) other duties as required.

E10.3 PARKING LOT ENFORCEMENT OFFICER (Work level – Mobile Patrol Officer)

- E10.3.1 Two (2) positions required 40 hours per week from 0800 to 1600, Monday to Friday, not required weekends and Stat Holidays, and includes:
- (a) patrol City of Winnipeg employee surface parking lots to ensure vehicles have authorized passes;
 - (b) issue warning or offence notices to any unauthorized vehicles;
 - (c) respond to complaints from monthly parkers regarding vehicles in unauthorized stalls;
 - (d) keep office staff informed of results of complaints received;
 - (e) inform management of problems or situations that effect the operation of parking lots;
 - (f) maintain records of warnings or offence notices issued; and
 - (g) other duties as required.

E10.4 MOBILE PATROL OFFICER (Work level – Mobile Patrol Officer)

- E10.4.1 Twenty-Two (22) positions required at 920 hours per week, and includes:
- (a) patrol assigned routes, tagging illegally parked cars and rotating through all mobile enforcement areas;
 - (b) maintain up to date information on any lifting of restrictions, selective enforcement requests, street works, special events, filming permits, signage changes (temporary or permanent) and other matters effecting the parking regulations in the assigned areas;
 - (c) keep the office informed of any unusual events that may affect their operation. This is to include by not limited to possible or probable stolen, abandoned or uninsured vehicles;
 - (d) ensure they have thorough knowledge of all parking regulations, by-laws and procedures, and enforce them through the issuance of a Parking Offence Notice (PON) in accordance with the policies of the Winnipeg Parking Authority;
 - (e) attend traffic court as required to give evidence regarding a PON you have issued. Record the offence number and the results of the trial on your subpoena;
 - (f) assist in security patrols of City owned parking lots;
 - (g) ensure their vehicle is fuelled and in good working order, report any mechanical problems as soon as practical; and
 - (h) other duties as required.

E10.5 FOOT PATROL OFFICER (Work level – Foot Patrol Officer)

- E10.5.1 Sixteen (16) positions required at 640 hours per week, not including weekends and Stat Holidays, and includes:
- (a) awareness of any Lifting of Restrictions, Selective Enforcement Requests, street works, special event/filming permits, signage changes (temporary or permanent) and other matters affecting the parking regulations in their assigned areas;
 - (b) have thorough knowledge of all parking regulations, by-laws and procedures, and enforce them through the issuance of a Parking Offence Notice;
 - (c) patrol the route assigned, writing parking tags on illegally parked cars, keeping the office informed of any unusual events that may affect their operation. This is to include but not limited to possible or probable stolen, abandoned or uninsured vehicles;
 - (d) attend traffic court as required to give evidence regarding a PON that you have issued. Record the offence number and the results of the trial on your subpoena; and
 - (e) other duties as required.

E11. TRAINING AND QUALITY ASSURANCE GROUP

E11.1 TRAINING OFFICER

- E11.1.1 Two (2) positions required at 80 hours per week, not required weekends and Stat Holidays, and includes:
- (a) train new members on arrival at Winnipeg Parking Authority in accordance with Policy Directive 21-2005 (Training Procedures for New Members);
 - (b) patrol the routes in his/her area of supervision, which will be either North or South of Portage Avenue, check complaint areas, be available in person or through comms to assist members in the performance of their duties when required;
 - (c) recommend additional training as appropriate to improve the performance, customer service or efficiency of the patrol staff;
 - (d) relay towing requests via Dr. Hook radio for supervised foot personnel;
 - (e) attend the scene of a dispute/confrontation when possible to oversee the situation and assist the foot patrol person and/or the public;
 - (f) during appropriate seasonal times, patrol routes using bicycles; and
 - (g) other duties as required.