



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 759-2009

PROVISION OF PARKADE AND SURFACE LOT MAINTENANCE

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
Form B: Prices	3

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Bidders' Conference	1
B4. Site Investigation	1
B5. Enquiries	1
B6. Confidentiality	2
B7. Addenda	2
B8. Substitutes	2
B9. Proposal Submission	3
B10. Proposal	4
B11. Prices	5
B12. Qualification	6
B13. Operating Plan	6
B14. Industry Experience of Key Personnel	7
B15. Opening of Proposals and Release of Information	7
B16. Irrevocable Offer	7
B17. Withdrawal of Offers	7
B18. Interviews	8
B19. Negotiations	8
B20. Evaluation of Proposals	8
B21. Award of Contract	9

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Contract Administrator	1
D4. Contractor's Supervisor	2
D5. Confidentiality and Ownership of Information	2
D6. Notices	2

Submissions

D7. Authority to Carry on Business	2
D8. Insurance	3
D9. Performance Security	3
D10. Security Clearance	4

Schedule of Work

D11. Commencement	5
-------------------	---

Control of Work

D12. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	5
D13. Safety	5
D14. Site Cleaning	6
D15. Inspection	6
D16. Deficiencies	6

Measurement and Payment

D17. Payment	6
D18. Invoices	7

Warranty

D19. Warranty	7
Form H1: Performance Bond	8
Form H2: Irrevocable Standby Letter of Credit	10
Form P-608: Security Clearance Check	12

PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. Services	1
E3. Materials and Resources	2
E4. Standards	2
E5. Training	3
E6. Specialized Training and Resources	3
E7. Adjustment	3
E8. Contract Duties and Responsibilities	3
E9. Rates and Fees	3
E10. Billable Services	4
E11. Supervisory Personnel	4
E12. Scheduled Maintenance Requirements- Parkades	4
E13. Unscheduled Maintenance Requirements- Parkades	6
E14. Scheduled Maintenance Requirements - Surface Lots	6
E15. Unscheduled Maintenance Requirements - Surface Lots	7
E16. Surface Lot Upgrades to Industry Standard	7

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF PARKADE AND SURFACE LOT MAINTENANCE

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, December 21, 2009.

B2.2 Proposals 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 The Contract Administrator will hold a Bidders' conference at 185 King Street from 9:30am to 10:30am on December 4, 2009.

B3.2 The Bidder is strongly advised to attend the Bidders' conference, as this will be the sole opportunity to ask questions regarding the operating plan requirements.

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. SITE INVESTIGATION

B4.1 Further to C3.1, the Bidder may view the Site without making an appointment.

B5. ENQUIRIES

B5.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

B5.2 If the Bidder finds errors, discrepancies or omissions in the proposal, 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.

B5.3 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.

B5.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B5.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B5.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B6. CONFIDENTIALITY

- B6.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- B6.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Contract Administrator.

B7. ADDENDA

- B7.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B7.2 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.
- B7.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B7.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B7.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B8. SUBSTITUTES

- B8.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B8.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B8.3 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.
- B8.4 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 proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (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 proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.

- B8.5 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.
- B8.6 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.
- B8.6.1 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.
- B8.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B8.8 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 B19.1.
- B8.9 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.
- B8.10 Notwithstanding B8.2 to B8.9 and in accordance with B9.5, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B20.1(a).

B9. PROPOSAL SUBMISSION

- B9.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices;
 - (c) Operating Plan describing how the Bidder proposes to attain the Contract requirements;
 - (d) Industry experience of key personnel.
- B9.2 Further to B9.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B8.
- B9.3 All components of the Proposal 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 Proposal.
- B9.3.1 Bidders should submit one (1) unbound original (marked “original”).
- B9.4 Bidders are advised not to include any information/literature except as requested in accordance with B9.1.
- B9.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Proposal document, including the General Conditions, will be evaluated in accordance with B20.1(a).
- B9.6 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B9.6.1 Samples or other components of the Proposal which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.

B9.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B9.8 Proposals shall be submitted to:

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

B10. PROPOSAL

B10.1 The Bidder shall complete Form A: Proposal, making all required entries.

B10.2 Paragraph 2 of Form A: Proposal 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.

B10.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B10.2.

B10.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.

B10.4 Paragraph 11 of Form A: Proposal 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.

B10.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B10.5 If a Proposal 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 Proposal and the Contract, when awarded, shall be both joint and several.

B11. PRICES

B11.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B11.1.1 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.

- B11.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B11.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B11.4 The City shall not pay overtime for the shift hours as defined in the Specifications of this Work.
- B11.4.1 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 Manitoba Labour Code, the City shall pay overtime at the rates specified on the Form B: Prices.
- B11.5 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) Easter Monday
 - (e) Victoria Day;
 - (f) Canada Day;
 - (g) Civic Holiday (August);
 - (h) Labour Day;
 - (i) Thanksgiving Day;
 - (j) Remembrance Day;
 - (k) Christmas Day;
 - (l) Boxing Day.
- B11.6 Prices from Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

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 website 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 personnel, assigned to the Work, bondable and duly licensed or accredited in accordance with provincial regulations, where such licensing or accreditation is required by the Work;
 - (e) have all personnel assigned to vehicles, to hold a valid Manitoba driver's license and have completed the Canada Safety Council Defensive Driving Course within the previous three years;
 - (f) have an operating plan.
- 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. OPERATING PLAN

- B13.1 Bidder will be required to submit an operating plan that outlines the following:
- (a) how the Bidder will meet the expected maintenance activity targets and quality standards as set by the Winnipeg Parking Authority;
 - (b) a five year plan as to how the Bidder will bring those facilities not currently meeting the industry standard as specified in E2.1(g) to a condition where said standard is met or exceeded.
 - (c) a summary of the Bidder's experience with and references for similar work;
 - (d) a summary of the size and capacity of the Bidder to carry out the specified level of work; and includes, but is not limited to an attendance management policy, a spill response plan and proof of ownership of equipment as specified in E3.2; and
 - (e) any additional information specified in Part E.

B14. INDUSTRY EXPERIENCE OF KEY PERSONNEL

- B14.1 The Bidder shall submit a summary of industry experience of key personnel associated with the contract. Industry experience of key personnel will be evaluated considering the Bidder's Proposal or in other information required to be submitted. Bidders are encouraged to include industry experience of key personnel of sub-contractors where such information is available.

B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B15.1 Proposals will not be opened publicly.
- B15.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B15.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal 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.

B15.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his submission upon written request to the Contract Administrator.

B16. IRREVOCABLE OFFER

B16.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B17. WITHDRAWAL OF OFFERS

B17.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B17.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B17.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B17.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Proposal withdrawn.

B17.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B16.2 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.

B18. INTERVIEWS

B18.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

B19. NEGOTIATIONS

B19.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B19.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders

without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

- B19.3 If, in the course of negotiations pursuant to B19.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Bidder from the Proposal as originally submitted.

B20. EVALUATION OF PROPOSALS

- B20.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom:
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12:
- (c) Total Bid Price;
- (d) Total Bid Price 65%
- (e) Operating Plan 30%
- (f) industry experience of key personnel 5%
- (g) economic analysis of any approved alternative pursuant to B8.

- B20.2 Further to B20.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

- B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal or in other information required to be submitted, that he is responsible and qualified.

- B20.4 Further to B20.1(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.

- B20.4.1 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.

- B20.4.2 Further to B20.1(a), 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.

- B20.5 Further to B20.1(e), the operating plan will be evaluated based on the information provided in the Proposal or in other information required to be submitted:

- B20.6 Further to B20.1(f), industry experience of key personnel will be evaluated considering the Bidder's Proposal or in other information required to be submitted.

- B20.7 This Contract will be awarded as a whole.

- B20.8 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B20.1(a) and B20.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B21. AWARD OF CONTRACT

- B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B21.2 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 Proposals are determined to be responsive.
- B21.2.1 Without limiting the generality of B21.2, 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 Proposal 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.
- B21.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.
- B21.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Proposal upon written request to the Contract Administrator.
- B21.4 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B21.5 The Contract Documents, as defined in C1.1(n) (ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the provision of parkade and surface lot maintenance services for the period from award of Contract to December 31 2010, with the option of five (5) mutually agreed upon one (1) year extensions..

D2.2 The major components of the Work are as follows:
(a) Parkade Maintenance, in accordance with E;
(b) Surface Lot Maintenance, in accordance with E; and
(c) Surface Lot Upgrading, in accordance with E.

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

D2.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.3.2 Subject to C7.2, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

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, 2009.

D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:
Colin Stewart
Manager, Administration and Special Projects
Telephone No. (204) 986-2886
Facsimile No. (204) 986-5155

D3.2 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.

D4. CONTRACTOR'S SUPERVISOR

D4.1 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.

D4.2 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.

D4.2.1 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.

D5. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

D5.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

D5.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.

D5.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

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

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 the date specified in C4.1 for the return of the executed 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. PERFORMANCE SECURITY

- D9.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
 - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.
- D9.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.
- D9.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award and prior to the commencement of any Work on the Site.

D10. SECURITY CLEARANCE

- D10.1 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.
- D10.2 The Criminal Record Search shall include a Vulnerable Sector Search. This can be obtained by completing and providing the following in person to the Winnipeg Police Service Bureau of Police Records, 4th Floor, 151 Princess Street:
- (a) Form P-612 Check the following boxes: Vulnerable Sector; and Other by inputting the Request for Proposal Number in the space provided. This form can be found on the website at:
www.winnipeg.ca/police/BPR/forms/Criminal_Record_Check_P612.doc
 - (i) Individuals will need to state in Section 2 of the form, that they may be working in City of Winnipeg pools, libraries and community centres;
 - (ii) Individuals will need to sign and date Section 3 of the form.
 - (b) Two (2) pieces of identification as stated in Bureau of Police Records on the website at:
www.winnipeg.ca/police/BPR/id.stm
 - (c) Fee for each individual applying for a Criminal Record Search. Fee schedule can be found on the website at:
www.winnipeg.ca/police/BPR/fees.stm

- D10.2.1 The original Criminal Record Search Certificate (Form P-253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Criminal Record Search Certificate (Form P-253) to the Contract Administrator.
- D10.3 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.
- D10.4 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.
- D10.5 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.
- D10.6 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.
- D10.7 Each individual will need to clear Winnipeg Police Services S1 security clearance before commencing work on any Winnipeg Parking Authority site. If this clearance is revoked by the Winnipeg Police Services for any reason the individual will be removed from the site immediately. Due to the sensitive work of the Winnipeg Police Service there will be no appeal considered to revoked S1 security clearances.

SCHEDULE OF WORK

D11. COMMENCEMENT

- D11.1 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.
- D11.2 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;
 - (iv) the performance security specified in D9; and
 - (v) the security clearances specified in D10.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

CONTROL OF WORK

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;

D14. SITE CLEANING

- D14.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other contractors.
- D14.1.1 As the Work progresses, the Contractor shall remove any Plant and Material not required for the performance of the remaining Work. He shall also remove waste and debris other than that caused by the City or other contractors, and leave the Site and the Work clean and suitable for occupancy by the City unless otherwise specified.
- D14.1.2 Total Performance shall not be considered to have been achieved until the Contractor has cleaned up the Site and has removed all Plant, surplus Material, waste and debris, other than that left by the City or other contractors.

D15. INSPECTION

- D15.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.
- D15.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

D16. DEFICIENCIES

- D16.1 Further to C10.5, the Contract Administrator may order the Contractor to alter or improve his methods, to increase or improve his Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, performed satisfactorily; or
 - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.

MEASUREMENT AND PAYMENT

D17. PAYMENT

- D17.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.
- 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.

D18. INVOICES

- D18.1 Further to C11, the Contractor shall submit monthly invoices for all Work performed during the previous calendar month.
- D18.2 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 times and hourly rates;
 - (f) the amount payable with GST and MRST shown as separate amounts; and
 - (g) the Contractor's GST registration number.
- D18.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

WARRANTY

D19. WARRANTY

- D19.1 Warranty is as stated in C12.

FORM H1: PERFORMANCE BOND
(See D9)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$ _____ . _____)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

RFP NO. 759-2009

PROVISION OF PARKADE AND SURFACE LOT MAINTENANCE

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)
(See D9)**

(Date)

The City of Winnipeg
Internal Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY – RFP NO. 759-2009

PROVISION OF PARKADE AND SURFACE LOT MAINTENANCE

Pursuant to the request of and for the account of our customer,

(Name of Contractor)

(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

_____ Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)



**WINNIPEG POLICE SERVICE
SECURITY CLEARANCE CHECK
SERVICES – DIVISION 30**

**NAME OF EMPLOYER &
BUSINESS ADDRESS:**

NATURE OF WORK BEING DONE FOR WINNIPEG POLICE SERVICE:
PROVISION OF PARKADE AND SURFACE LOT MAINTENANCE
CONTRACT ADMINISTRATOR: Colin Stewart (986-2886)

WARNING: ANY FALSE OR INCOMPLETE INFORMATION MAY RESULT IN REJECTION OF THIS APPLICATION

EMPLOYEE INFORMATION

LAST NAME: _____ GIVEN NAMES: _____

BIRTH NAME OR OTHER NAME(S) USED: _____
(if different from above)

MALE FEMALE DATE OF BIRTH: _____ BIRTH PLACE: _____
Y M D

ADDRESS: _____ CITY: _____ PROVINCE: _____

POSTAL CODE: _____ RESIDENTIAL PHONE: _____

AUTHORIZATION

I, _____ hereby consent to the Winnipeg Police Service collecting my personal Information from any public body, person, employer, or government institution for the purposes of conducting a security check in connection with my contract or association with the Winnipeg Police Service. This authorization, including a copy of facsimile thereof, is my consent to any public body, person, employer or government institution to release true copies of any records containing my personal information to the Winnipeg Police Service.

Signature of Witness

Signature of Applicant

This personal information will be collected pursuant to *The Freedom of Information and Protection of Privacy Act* C.C.S. M.cF175 _____ (title, name, phone number of person who) can answer questions about the collection of this information.

Date

WINNIPEG POLICE SERVICE - FOR OFFICE USE ONLY

RESULT OF CHECK:

_____ NO POLICE RECORD OF CRIMINAL CONVICTIONS WAS ASSOCIATED TO ANY SUBJECT WITH THE SAME NAME AND DATE OF BIRTH.

_____ AN OUTSTANDING CRIMINAL CHARGE AWAITING COURT DISPOSITION WAS ASSOCIATED TO A SUBJECT WITH THE SAME NAME AND DATE OF BIRTH.

_____ A POLICE RECORD OF CRIMINAL CONVICTIONS WAS ASSOCIATED TO A SUBJECT WITH THE SAME NAME AND DATE OF BIRTH.

PROCESSED BY: _____
Clerk WPS# _____ Date _____

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B8.

E2. SERVICES

- E2.1 The City of Winnipeg Parking Authority requires the bidder to provide:

Part A – Preventive Maintenance for the Parkades

- (a) Preventive and routine maintenance of fitted systems and fixtures within Winnipeg Parking Authority facilities; and
- (b) Rapid response to fitted system maintenance trouble calls within Winnipeg Parking Authority facilities; and
- (c) Cleaning and light preventive maintenance of spaces within Winnipeg Parking Authority facilities;
- (d) All of the above shall be at the standard to meet or exceed the standard set by the Canadian Parking Association for the Parking Facility Standards Award.

Part B – Preventive Maintenance – Surface Lots

- (e) Preventive and routine maintenance of fitted systems and fixtures within Winnipeg Parking Authority surface lots;
- (f) Rapid response to fitted system maintenance trouble calls within Winnipeg Parking Authority surface lots; and
- (g) Cleaning and light preventive maintenance of spaces within Winnipeg Parking Authority surface lots.
- (h) All of the above shall be at the standard to meet or exceed the standard set by the Canadian Parking Association for the Parking Facility Standards Award.

Part C – Upgrades to Industry Standard – Surface Lots

- (i) Repair and/or upgrade of operating infrastructure of surface lots to meet or exceed the standard set by the Canadian Parking Association for the Parking Facility Standards Award.

- 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 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) Technical support systems, where proponent computer systems are connected to City owned systems; and
- (b) Communications devices where appropriate to link to City services.

E3.2 The Contractor shall provide proof of ownership of all required maintenance equipment essential to completion of the Work as outlined in the operating plan. This proof of ownership shall be considered a requirement of the bid process.

E3.3 The Contractor shall provide and maintain all personal resources for all staff including, but not limited to:

- (a) basic non-military style uniform with identification as Contractor's staff 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;
- (c) safety reflective, seasonally appropriate clothing for personnel working in vehicle traffic lanes;
- (d) all vehicles and equipment necessary to accomplish the work; and
- (e) All supervisory and management support necessary to accomplish the work.

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

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.

E4.1.3 The contractor must agree to enforce City of Winnipeg respectful workplace policies and treat customers and members of the public with exemplary respect and courtesy

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 and software (MS Office package Word, Excel, Access, Outlook) and internet;
 - (b) excellent dress, public relations, interpersonal, written and verbal communications skills, including fluency in English or both official languages;
 - (c) demonstrated decisiveness, good judgment and ability to assess and address emergent situations quickly; and
 - (d) 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, etc.).
- E5.2 All personnel deployed to the Site must have obtained formal training and demonstrate an ability to perform in the following areas prior to commencement of work:
- (a) first aid and CPR (renewed every two years);
 - (b) spill response training;
 - (c) basic security and trespass law familiarization;
 - (d) basic personal safety awareness;
 - (e) WHMIS; and
 - (f) Fire protection and emergency procedures.
- E5.3 All personnel deployed to the Site and assigned to vehicles 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.
- E5.4 All personnel deployed to the Site must agree to information handling controls as required by FIPPA, the City of Winnipeg and the Province of Manitoba;

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

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(s) is(are) expected to provide services as per the specifications outlined in the contract or amplifying documentation to the satisfaction of the Winnipeg Parking Authority.

E9. RATES AND FEES

- E9.1 The Contractor(s) shall provide invoice billing rates for Regular Hours, Statutory Holiday Hours and Overtime Hours.
- E9.2 Regular Hours constitutes a billing rate per employee hour on regular time.

E9.3 Statutory Hours constitutes a billing rate per employee while working statutory holiday hours for which a premium wage is required.

E9.4 Overtime Hours is a billing rate which applies when the City has requested a specific staff person work overtime as defined by Manitoba Employment Standards Act. The Contractor shall bill at overtime rate on written approval (request form) of the Winnipeg Parking Authority.

E10. BILLABLE SERVICES

E10.1 The Winnipeg Parking Authority expects the contractor to provide all day to day physical and operating maintenance for the listed facilities. The Winnipeg Parking Authority will contract snow clearance independent of this contract.

E10.1.1 The Winnipeg Parking Authority shall reimburse all reasonable expenses incurred by the contractor in fulfillment of this contract, including but not limited an hourly wage for the positions specified in E12.

E10.1.2 The Winnipeg Parking Authority shall reimburse the contractor all reasonable expenses for materials required in the fulfillment of the contract upon provision of paid invoices for materials. The Winnipeg Parking Authority reserves the right to reject reimbursement where the material cost in the invoice is substantially over the current market rate for said materials. In such cases, the Winnipeg Parking Authority will reimburse the amount for acquisition of said materials at current market at date of the submission of the invoice.

E10.1.3 The Bidder is required to submit in Form B: Prices the estimated number of hours required to complete the services as outlined, and the hourly rate for that service as related to this contract.

E10.1.4 All necessary executive, supervisory, administrative and financial services personnel necessary for the proper management and operations of the Contractor in fulfillment of the contract shall be supplied by the Contractor, but unless specifically identified, shall not form part of the bid price. All costs of this requirement shall be borne by the Contractor.

E11. SUPERVISORY PERSONNEL

E11.1 The Bidder shall outline in their operating plan, and in Form B: Prices, the number of positions they expect to require, and the hours required for each, to properly supervise the Work, as follows:

- (a) Manager – will act as primary point of contact for Contract Administrator;
- (b) Area Supervisor – Bidder will outline how many will be required to supervise work crews in completing the Work; and
- (c) Lead Hand/Crew Supervisor – Bidder will outline how many will be required, with one required per work crew.

MINIMUM STANDARDS - PARKADES

E12. SCHEDULED MAINTENANCE REQUIREMENTS- PARKADES

E12.1 Ramp drains will be maintained on the following schedule:

- (a) drain caches suctioned clear two times per year or more often as necessary; and
- (b) drain holes cleaned at a minimum of once per week to prevent debris and mud build-up; and
- (c) other maintenance as required.

E12.2 Safety Equipment will be maintained on the following schedule:

- (a) first aid kits and spill kits will be inspected monthly and replaced as needed;
 - (b) safety vests, will be inspected monthly and replaces as needed;
 - (c) other maintenance as required.
- E12.3 Painting will be done annually to the following specifications:
- (a) all bollards, disabled spaces, cross walks, curbs, arrows and hash marks will be painted annually or touched up as directed;
 - (b) paint is to be applied with an airless sprayer at approximately 1700 P.S.I.;
 - (c) paint thickness to manufacturer's specifications;
 - (d) four (4) inch lines only;
 - (e) only federally approved traffic paint similar to setfast alkyd paint #1GP74M to be used;
 - (f) lines and painted surfaces to be cleaned prior to painting;
 - (g) disabled stalls to be painted as blue background with white chair;
 - (h) any new paint locations shall receive a minimum of two initial coats of paint; and
 - (i) touch-ups will be done to roofs, walls, pipes, door and window frames at least once per year or as needed.
- E12.4 Power washing of the following areas will be done to the listed specifications:
- (a) stairwells shall be power washed quarterly, taking care not to spray CCTV cameras, heaters, lights or conduits;
 - (b) all surfaces and levels to be done monthly, ensuring that sand traps are set up before the drains to prevent sand being washed down the drain;
 - (c) concrete islands to be done monthly;
 - (d) ramps and ramp walls to be done bi-weekly; and
 - (e) all power washing to be done during off hours and will be scheduled in advance with notification to WPA Dispatch and City of Winnipeg Central Control.
- E12.5 Power scrubbing of all levels of the parking facilities shall be done annually to the following standards:
- (a) all new oil drippings and stains will be removed by scrubbing and detergents; and
 - (b) work will be conducted during off hours and will be scheduled in advance with notification to WPA Dispatch and City of Winnipeg Central Control.
- E12.6 Power sweeping of parking levels will be done once per week to the following specifications:
- (a) air particulates must be controlled – clouds of dust that may settle on walls, pipes, etc. are unacceptable; and
 - (b) work will be conducted during off hours and will be scheduled in advance with notification to WPA Dispatch and City of Winnipeg Central Control.
- E12.7 All work conducted during off hours must be scheduled to commence after 20:00 hours daily and must not occur on dates when special events are scheduled.
- E12.8 Ramp Heaters will be serviced annually and glycol replaced as needed.
- E12.9 Over head doors, disabled doors must be inspected twice per year and repaired as necessary by factory trained technicians.
- E12.10 Pest Control shall be conducted to the following specifications:
- (a) traps and bait shall be obtained from an authorized pest control supplier;
 - (b) traps will be inspected on a minimum monthly basis;

- (c) pigeons and other feathered birds are to be controlled and removed from the site; and
- (d) the Contractor shall respond to any call regarding pest removal within one business day of the notification of the problem.

E13. UNSCHEDULED MAINTENANCE REQUIREMENTS- PARKADES

E13.1 Graffiti will be removed and/or painted as per the following specifications:

- (a) within 24 hours of being reported, with graffiti considered obscene, gang-related, racist or otherwise offensive removed or painted immediately after discovery;
- (b) paint used must closely match the surrounding area, where necessary a larger area shall be painted to ensure a consistent appearance; and
- (c) the Contractor shall provide a suitable primer for use by daily parkade staff in immediate coverage of obscene, gang-related, racist or otherwise offensive graffiti until the Contractor can arrive to repaint the area.

E13.2 Touch-up painting will be carried out to the following specifications:

- (a) surfaces will be cleaned prior to the application of paint;
- (b) doors and window trims will be colour matched to City of Winnipeg pantones;
- (c) walls and columns will be painted in a semi-gloss latex paint;
- (d) roofs will be painted in a flat latex paint; and
- (e) pipes will be colour coded as follows:
 - (i) Fire sprinklers – red;
 - (ii) gas – yellow; and
 - (iii) All other pipes – white.

E13.3 Repairs to concrete islands and/or curb stops will be done on a timely basis, with the Contractor to provide a timeline for completion within 24 hours of notification of repair requirement.

MINIMUM STANDARDS – SURFACE LOTS

E14. SCHEDULED MAINTENANCE REQUIREMENTS - SURFACE LOTS

E14.1 Landscape maintenance shall be carried out to the following specifications during the months of April to October:

- (a) Lots shall be cleared of garbage and debris on a weekly basis;
- (b) grass will be mowed on a weekly basis;
- (c) shrubbery will be trimmed on a monthly basis; and
- (d) a visual inspection of lots shall be conducted on a weekly basis with any deficiencies or damages reported to the Contract Administrator.

E14.2 Spring Cleaning of surface lots shall be carried out to the following specifications:

- (a) spring clean-up of all lots to be completed by the end of April or later date as determined by the Contract Administrator; and
- (b) power sweeping of all lots shall be carried out during off hours two times per year

E14.3 Painting will be on lots designated by the Contract Administrator to the following specifications:

- (a) all bollards, disabled spaces, cross walks, curbs, arrows and hash marks will be painted;
- (b) paint is to be applied with an airless sprayer at approximately 1700 P.S.I.;
- (c) paint thickness to manufacturer's specifications;
- (d) four (4) inch lines only;

- (e) only federally approved traffic paint similar to setfast alkyd paint #1GP74M to be used;
- (f) lines and painted surfaces to be cleaned prior to painting; and
- (g) disabled stalls to be painted as blue background with white chair and blue lines;
- (h) any new paint locations shall receive a minimum of two initial coats of paint.

E15. UNSCHEDULED MAINTENANCE REQUIREMENTS - SURFACE LOTS

- E15.1 Repairs to concrete islands and/or curb stops will be done on a timely basis, with the Contractor to provide a timeline for completion within 24 hours of notification of repair requirement.
- E15.2 Repairs to fencing and/or bollards shall be completed on a timely basis, with the Contractor to provide a timeline for completion within 24 hours of notification of repair requirement.
- E15.3 Graffiti will be removed and/or painted as per the following specifications:
 - (a) within 24 hours of being reported, with graffiti considered obscene, gang-related, racist or otherwise offensive removed or painted immediately after discovery; and
 - (b) paint used must closely match the surrounding area, where necessary a larger area shall be painted to ensure a consistent appearance.

E16. SURFACE LOT UPGRADES TO INDUSTRY STANDARD

- E16.1 A number of WPA facilities already meet the Canadian Parking Association national standards and may be used as a guideline by bidders. These are:
 - (a) Winnipeg Square Parkade;
 - (b) Millennium Library Parkade;
 - (c) Civic Centre Parkade;
 - (d) Stradbrook and Osborne Surface Lot;
 - (e) Paulins and Ross Surface Lot;
 - (f) 435 main Street;
 - (g) Garry and Assiniboine Surface Lot; and
 - (h) Alexander Docks Surface Lot.
- E16.2 Lighting
 - (a) Standards established by the Illuminating Engineering Society of North America observed;
 - (b) shatter proof and protected fixtures installed in structures and surface lots as appropriate;
 - (c) adjacent properties protected from light spillover from lighting in surface lots;
 - (d) lights clear of landscape obstructions;
 - (e) lights positioned in surface lots and at appropriate heights for suitable illumination.
- E16.3 Safety
 - (a) pedestrian pathways marked and kept clear of obstructions;
 - (b) sight lines to exits clear.
- E16.4 Maintenance
 - (a) Surface cracks filled and/or levelled annually;
 - (b) potholes filled immediately;
 - (c) curbstones/headers in good repair, no exposed re-bar.

APPENDIX A – LISTING OF SURFACE LOTS

STALL COUNTS AS OF AUG. 31, 2009		
Lot #	Address	Stalls
1	444 Adsum Dr.	198
2	601 Aikins St.	16
3	66 Allard Ave.	19
4	130 Allard Ave.	94
5	1201 Archibald St.	7
6	1215 Archibald St.	83
7	282 Assiniboine Ave.	43
8	300 Assiniboine Ave.	14
9*	700 Assiniboine Park Dr.	94
10	294 Bertrand St.	78
12	75 Brazier St.	25
13	1377 Clarence Ave.	135
14	909 Concordia Ave.	138
15	1691 Corydon Ave.	33
21	955 Cottonwood Rd.	9
22	1168 Dakota St.	51
23	685 Dalhousie Dr.	103
26	821 Elgin Ave.	104
28	850 Empress St.	35
29	6 Fermor St.	31
30	726 Furby St.	12
31*	50 Garry St.	39
32	2325 Grant Ave.	21
34	255 Hamilton Ave.	88
36	260 Hartford Ave.	30
37	1050 Henderson Hwy.	24
40	200 Isabel St.	42
41	365 Jefferson Ave.	17
42	765 Keewatin St.	59
43	126 King St.	11
44	799 Logan Ave.	88
45	1057 Logan Ave.	24
46	489 London St.	28
47	210 Lyle St.	37
55	752 McGee St.	34
56	2546 McPhillips St.	101
57	1 Midland St.	37
58*	2055 Ness Ave.	233
60	535 Oakdale Dr.	165
61*	524 Osborne St.	10
62	625 Osborne St.	122
63	1155-1199 Pacific Ave.	442
64*	1220 Pacific Ave.	140
65	1277 Pacific Ave.	53
66	1887 Pacific Ave.	12
67	401 Pandora Ave. W	198
68	730 Pandora Ave. W	53
69	644 Parkdale St.	146

STALL COUNTS AS OF AUG. 31, 2009 continued		
Lot #	Address	Stalls
70	346 Pacific Ave.	120
71	1350 Pembina Hwy.	66
72	1360 Pembina Hwy.	46
73	2724 Pembina Hwy.	57
75	1500 Plessis Rd.	88
76	1910 Portage Ave.	35
78*	2490 Portage Ave.	4
79	25 Poseidon Bay	449
80	55 & 65 Princess St.	38
82	689 Tache Ave.	30
84	212 Dumoulin Ave.	50
87	2809 Roblin Blvd.	32
88	5006 Roblin Blvd.	20
115	5014 Roblin Blvd.	62
89	770 Ross Ave.	146
90	500 Salter St.	2
91	999 Sargent Ave.	201
92	381 Sherbrook St.	13
95	500 St. Anne's Rd.	17
96	604 St. Mary's Rd.	38
97	190 River Rd.	108
98	111 Victoria Ave. W	8
99	1101 Wabasha St.	165
100	1111 Wall St.	96
101	33 Warnock St.	46
102	545 Watt St.	42
103	565 Watt St.	11
104	569 Watt St.	16
105	1539 Waverley St.	214
106	659 Wellington Ave.	60
108	380 William Ave.	13
109*	145 Osborne St.	21
111	339 Water Ave.	60
114*	457 Main St.	22
116*	1520 Corydon Ave.	17
117*	106 Water Ave.	594
118	820 Taylor Ave.	207
120	691 Tache Ave.	9
122	969 Dowker Ave.	118
123	735 Assiniboine Park Dr.	19
124	552-598 Plinguet St.	240
126	196 Kings Dr.	20
127	1229 Springfield Rd.	16
	Grand total	7212