



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 436-2024**

**PROVISION OF PARKING/VEHICLE FOR HIRE ENFORCEMENT AND  
COMMUNICATION SERVICES**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF PARKING/VEHICLE FOR HIRE ENFORCEMENT, AND COMMUNICATION SERVICES

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon, Winnipeg time, July 30, 2024.

B2.2 The Contract Administrator or the Manager of Purchasing may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 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 Proponents by issuing an addendum.

B3.4 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 Proponent who made the enquiry.

B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.

B3.6 The Proponent 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.

B3.7 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

### **B4. CONFIDENTIALITY**

B4.1 Information provided to a Proponent by the City or acquired by a Proponent 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. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal to the media or any member of the public without the prior written authorization of the Contract Administrator.

## **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 Request for Proposal, 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.
- B5.3 Addenda will be available on the MERX website at [WWW.MERX.COM](http://WWW.MERX.COM).
- B5.4 The Proponent is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D5.

## **B6. SUBSTITUTES**

- B6.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- 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 Proponent 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 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 Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in their 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, to the Proponent who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons they wish to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent 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 Proponent bidding that approved alternative may base their 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 B20.
- 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.

## **B7. PROPOSAL SUBMISSION**

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal; and
  - (b) Form B: Prices.
- B7.2 The Proposal should also consist of the following components:
- (a) Operating Plan (Section C) in accordance with B10; and
  - (b) Industry Experience of Key Personnel (Section D) in accordance with B11.
- B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.5 Proposal format, Proposal should contain a table of contents, page numbering and should be in the Sections identified above and clearly identified. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution
- B7.6 The Proposal shall be submitted electronically through MERX at [WWW.MERX.COM](http://WWW.MERX.COM).
- B7.6.1 Proposals will **only** be accepted electronically through MERX.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).
- B7.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

## **B8. PROPOSAL**

- B8.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in their own name, their name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than their 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 Proposal 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/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in their own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers;
- (d) if the Proponent is carrying on business under a name other than their 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.

B8.5 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B8.6 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

## **B9. PRICES**

B9.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 Notwithstanding C12.2.3, the price 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 quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.

B9.3 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

B9.4 Where applicable, payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B10. OPERATING PLAN (SECTION C)**

B10.1 The operating plan should indicate how the Proponent will meet the requirements of the Contract, paying close attention to the Enforcement and Communications Activities outlined providing, but not limited to the following information:

- (a) Provision of Parking Enforcement Services

- (i) Proponents should include information how they will achieve the following:
  - (i) meet required staffing and activity levels as outlined in Part E;
  - (ii) provide staffing to meet required patrol coverage as outlined by the Winnipeg Parking Authority; and
  - (iii) include a staffing plan for the provision of seasonal staffing surges, sometimes with minimal notice time of the requirement.
- (b) Provision of Vehicle for Hire Inspectors
  - (i) Proponents should include information how they will achieve the following:
    - (i) meet required staffing and activity levels as outlined in Part E;
    - (ii) provide staffing to meet required patrol coverage of the Winnipeg Parking Authority; and
    - (iii) include a staffing plan for the provision of seasonal staffing surges, sometimes with minimal notice time of the requirement.
- (c) Provision of Communication and Dispatch Services
  - (i) Proponents should include information how they will achieve the following:
    - (i) meet required staffing and activity levels as outlined in Part E;
    - (ii) provide proactive monitoring of deployed compliance officers and other City of Winnipeg assets as required;
    - (iii) monitor security cameras covering WPA facilities; and
    - (iv) respond to requests for service from outside sources.

**B10.2** Provide a summary of the Proponent's experience with, and references for, similar work. Proponents should include, but not limited to the following information:

- (a) a breakdown of the wages that will be paid for each of the specified positions;
- (b) an attendance management policy;
- (c) policies relating to progressive discipline for employee violations of either the Proponent's or the City's operational standards;
- (d) human resources policies to address employee turnover including, but not limited to, a recruitment strategy and merit-based retention program;
- (e) a summary of the procedure for reviewing vehicle accidents to determine whether or not the Proponent's employees are at fault;
- (f) the Proponent's plans for the provision of critical incident counselling should the need arise;
- (g) a summary of any succession plans and training programs provided to personnel assigned or promoted to supervisory positions;
- (h) employee retention plan;
- (i) wage scale and pay increment plan; and
- (j) any other information and experience the Proponent feels is relevant to the terms set forth in this Request for Proposal.

## **B11. INDUSTRY EXPERIENCE OF KEY PERSONNEL (SECTION D)**

**B11.1** Proposals should submit a summary of industry experience of key personnel who will be associated with the Contract, particularly for the personnel assigned to the following positions:

- (a) Account manager designated solely to the WPA account;
- (b) Compliance Site Coordinator;
- (c) On Street Coordinator;
- (d) Enforcement Analyst;
- (e) Senior Supervisors;



- (f) Shift and Urban Patrol Supervisors;
- (g) Communications Staff;
- (h) Senior Vehicle for Hire Inspector;
- (i) Vehicle for Hire Inspector; and
- (j) The Proponent's primary managerial point of contact for the Contract.

B11.2 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subcontractors.

## **B12. DISCLOSURE**

B12.2 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B12.1 The Persons are:

- (a) N/A

## **B13. CONFLICT OF INTEREST AND GOOD FAITH**

B13.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B13.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation that could or would be seen to:
  - (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
  - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract.
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B13.3 In connection with its Proposal, each entity identified in B13.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any

additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

- B13.4 Without limiting B13.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B13.5 Without limiting B13.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
  - (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
  - (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B13.4 to avoid or mitigate a Conflict of Interest; and
  - (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B13.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

#### **B14. QUALIFICATION**

- B14.1 The Proponent 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 Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent 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.
- B14.2 The Proponent 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, Purchasing Division website at [HTTPS://WWW.WINNIPEG.CA/MATMGT/TEMPLATES/FILES/DEBAR.PDF](https://www.winnipeg.ca/matmgt/templates/files/debar.pdf)
- B14.3 The Proponent 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;
  - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
  - (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B14.4 and D7).

- (e) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - ;
- (f) have all personnel sworn as special constables and appropriate delegated authorities in accordance with the provincial regulations prior to the commencement of the Work; and
- (g) 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.

B14.4 Further to B14.3(d), the Proponent acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at [ACCESSIBILITY TRAINING](#) for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B14.5 The Proponent 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 Proponent and of any proposed Subcontractor

B14.6 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

## **B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B15.1 Proposals will not be opened publicly.

B15.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at [WWW.MERX.COM](http://WWW.MERX.COM).

B15.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B15.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

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

## **B16. IRREVOCABLE OFFER**

B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

## **B17. WITHDRAWAL OF OFFERS**

B17.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

## **B18. INTERVIEWS**

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

## **B19. NEGOTIATIONS**

- B19.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents 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 Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B19.3 If, in the course of negotiations pursuant to B19.2, the Proponent 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 Proponent 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 Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B14:                                 | (pass/fail) |
| (c) Total Bid Price (Form B)   | 40%         |
| (d) Operating Plan (Section C)   | 50%         |
| (e) Industry Experience of Key Personnel (Section D)   | 10%         |
- 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 Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.
- B20.4 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.
- B20.5 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
- B20.6 Further to B20.1(d), Operating Plan (Section C) will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B10.
- B20.6.1 Notwithstanding B20.6, if, in the sole opinion of the City, the Operating Plan does not achieve a score of thirty-five (35) points out fifty (50), it may be determined to fail and not be further evaluated.
- B20.6.2 Notwithstanding B20.6, if, in the sole opinion of the City, the Operating Plan does not contain an attendance management policy, it may be determined to fail and not be further evaluated. Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B18.

- B20.7 Further to B20.1(e), Industry Experience of Key Personnel (Section D) will be evaluated considering the industry experience and qualifications of the Key Personnel on Projects of comparable size and complexity, in accordance with B11.
- B20.8 Notwithstanding B20.1(d) to B20.1(e), where Proponents fail to provide a response to B7.2(a) to B7.2(b), the score of zero may be assigned to the incomplete part of the response.
- B20.9 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B18.
- B20.10 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent
- B20.11 This Contract will be awarded as a whole.

**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 Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B21.3 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.
- B21.4 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B21.5 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B21.6 The Contract documents as defined in C1.1(p) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B21.7 Following the award of contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Contract Administrator.
- B21.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2020-01-31) 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, Purchasing Division website at [HTTP://WWW.WINNIPEG.CA/MATMGT/GEN\\_COND.STM](HTTP://WWW.WINNIPEG.CA/MATMGT/GEN_COND.STM)
- C0.2 A reference in the Request for 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 SERVICES

D2.1 The Work to be done under the Contract shall consist of the provision of parking enforcement, vehicle for hire inspectors and communications dispatch services for the period from October 1, 2024 until September 30, 2025, with the option of four (4) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Proponent within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Proponent as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on October 1 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.1.3 Proponents are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

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

- (a) Provision of Enforcement Services consisting of urban and mobile compliance officers and Supervisors, some on a 24/7 basis as required on predetermined routes and schedules. This may be subject to change at the sole discretion of the Contract Administrator;
- (b) Provision of Support Staff- to include internal quality assurance consisting of Site Coordinator, On Street Coordinator and Enforcement Analyst;
- (c) Provision of Vehicle for Hire Inspectors;
- (d) Provision of a designated account manager;
- (e) Provision of increased staffing to provide enforcement for the following:
  - (i) Seasonal Parking Bans as declared by Public Works including Snow Clearing operations and street cleaning operations;
  - (ii) Special events such as sporting events or community events: and
  - (iii) Provision of street occupancy surveys (as required).

D2.3 The major components of the Work relating to Communications and Dispatch activities under the Contract include, but may not be limited to:

- (a) Provide dispatch services on a 24/7 basis;
- (b) Provide proactive monitoring of deployed compliance officers with WPA supplied technology and other City of Winnipeg assets/Facilities as required;
- (c) Monitor security cameras for WPA facilities; and
- (d) Provide timely response to service requests from outside sources, including but not limited to:
  - (i) WPA senior management;
  - (ii) The City of Winnipeg 311 service; and
  - (iii) Direct requests to the Dispatch center from internal and external customers.

D2.4 The Work shall be done on an "as required" basis during the term of the Contract.

D2.4.1 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.

D2.4.2 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

### **D3. COOPERATIVE PURCHASE**

D3.1 The Contractor is advised that this is a cooperative purchase.

D3.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.

D3.4 If any location of the potential participant is more than ten (10) kilometers beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.

D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.

D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:

- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
- (b) a participant may specify a duration of contract shorter than the duration of this Contract;
- (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
- (d) any additional delivery charge identified and accepted in accordance with clause D3.4 and D3.5 will apply.

D3.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.

D3.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

### **D4. DEFINITIONS**

D4.1 When used in this Request for Proposal:

- (a) **“ALPR”** means Automated License Plate Recognition;
- (b) **“AVL”** means Automatic Vehicle Locator;
- (c) **“GPS”** mean Global Positioning System;
- (d) **“LOR”** means Lifting of Restrictions;
- (e) **“Proponent”** means any Person or Persons submitting a Proposal for Services;
- (f) **“SER”** means Selective Enforcement Request;
- (g) **“Supply Chain Disruption”** means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial



efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;

- (h) “**VFH**” means Vehicle for Hire; and
- (i) “**WPA**” means Winnipeg Parking Authority.

## **D5. CONTRACT ADMINISTRATOR**

D5.1 The Contract Administrator is:

Aynsley Bright  
Coordinator-Compliance and Communication

Telephone No.: 204-794-0555  
Email Address: [abright@winnipeg.ca](mailto:abright@winnipeg.ca)

D5.2 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.

## **D6. CONTRACTOR'S COORDINATORS/SUPERVISORS**

D6.1 Further to C6.22, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, competent coordinators and supervisors, if necessary, acceptable to the Contract Administrator. They shall represent the Contractor on the Site. They shall not be replaced without the prior consent of the Contract Administrator unless they prove to be unsatisfactory to the Contractor and ceases to be in their employ.

D6.2 Before commencement of Work, the Contractor shall identify their designated coordinators and supervisors and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D6.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's coordinators and supervisors and such instructions or orders shall be deemed to have been given to the Contractor.

## **D7. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS**

D7.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation (“CSSR”) to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D7.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D7.1.2 The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;
- (c) reasonably accommodating assistive devices, support persons, and support animals;
- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

## **D8. UNFAIR LABOUR PRACTICES**

- D8.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) [HTTPS://WWW.UN.ORG/EN/ABOUT-US/UNIVERSAL-DECLARATION-OF-HUMAN-RIGHTS](https://www.un.org/en/about-us/universal-declaration-of-human-rights) International Labour Organization (ILO) [HTTPS://WWW.ILO.ORG/GLOBAL/LANG--EN/INDEX.HTM](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D8.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D8.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D8.4 Failure to provide the evidence required under D8.3, may be determined to be an event of default in accordance with C18.
- D8.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing (“Unfair Labour Practice Penalty”). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D8.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor’s violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City’s reputation in the eyes of the public as a result of same.
- D8.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D8.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D8.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

## **SUBMISSIONS**

### **D9. AUTHORITY TO CARRY ON BUSINESS**

- D9.1 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.

## **D10. SAFE WORK PLAN**

- D10.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) 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.
- D10.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <HTTP://WWW.WINNIPEG.CA/MATMGTSAFETY/DEFAULT.STM>

## **D11. INSURANCE**

- D11.1 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; and
  - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- D11.2 Deductibles shall be borne by the Contractor.
- D11.3 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D11.4 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 Documents, if applicable.
- D11.5 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.
- D11.6 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.

## **D12. CONTRACT SECURITY**

- D12.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract 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.

- D12.1.1 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:
- (a) the version submitted by the Contractor must have valid digital signatures and seals;
  - (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
  - (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
  - (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
  - (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D12.1.1(b).
- D12.1.2 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in its discretion, exercised reasonably, allows.
- D12.1.3 Digital bonds passing the verification process will be treated as original and authentic.
- D12.1.4 Where the contract 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 contract security.
- D12.2 The Contractor shall provide the Contract Administrator identified in D5 with the required contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

## **SCHEDULE OF WORK**

### **D13. COMMENCEMENT**

- D13.1 The Contractor shall not commence any Work until they are in receipt of a notice of award from the City authorizing the commencement of the Work.
- D13.2 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 D9;
    - (ii) evidence of the workers compensation coverage specified in C6.14;
    - (iii) the Safe Work Plan specified in D10;
    - (iv) evidence of the insurance specified in D11;
    - (v) the contract security specified in D12; and
    - (vi) the direct deposit application form specified in D24.
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D13.3 The Contractor shall not commence the Work on the Site before October 1, 2024.

#### **D14. LIQUIDATED DAMAGES**

- D14.1 If the Contractor fails to achieve the Work in accordance with the Contract Administrator's stated requirements with respect to staffing shifts, the Contractor shall pay the City three hundred dollars (\$300.00) dollars per shift not staffed.
- D14.1.1 Notwithstanding D14.1, if a change to staffing shifts is requested IN WRITING by the Contractor not less than forty-eight (48) hours prior to the commencement of a shift, the Contract Administrator, in his sole discretion may approve IN WRITING the cancellation of that shift and no Liquidated Damages shall be assessed.
- D14.2 The amount specified for liquidated damages in D14.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not perform the Work in satisfaction of the City's requirements for same.
- D14.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

#### **D15. CHARGEBACKS**

- D15.1 At the discretion of the Contract Administrator, The City may charge back to the Contractor costs incurred by the City for the following:
- (a) damage to City vehicles where the damage is as a result of negligence on the part of the Contractor or his employees including but not limited to:
    - (i) rental costs for vehicle replacement/loss of use due to at fault accidents and damages;
    - (ii) insurance deductibles relating to at fault accidents and damages; and
    - (iii) vehicle cleaning that may be required resulting from the negligence of the Contractor or his employees.
  - (b) damage to City supplied equipment where the damage is as a result of negligence of the Contractor or his employees;
  - (c) damage to public or private property due to negligence of the Contractor or his employees;
  - (d) refunds for any and all applicable towing charges where the Contractor or his employees have ordered a vehicle to be towed when no such order should have been issued; and
  - (e) penalty notice errors resulting in financial loss to the agency and/or The City of Winnipeg.
- D15.2 A \$31.00 administrative fee will be added per occurrence of the above.

#### **D16. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS**

- D16.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration delivery requirements and schedule identified in the Contract, in close consultation with the Contract Administrator.
- D16.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D16.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to Supply Chain Disruption, including but not limited to evidence related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D16.4 For any delay related to Supply Chain Disruption and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay

declare the additional delay and shall provide sufficient evidence as indicated in D16.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D16.5 The Work schedule where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.

D16.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

## **CONTROL OF WORK**

### **D17. JOB MEETINGS**

D17.1 Regular monthly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.

D17.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

### **D18. SAFETY**

D18.1 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.

D18.2 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.

D18.3 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; and
- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work.

### **D19. DEFICIENCIES**

D19.1 Further to C11.7, the Contract Administrator may order the Contractor to alter or improve their methods, to increase or improve their 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.

### **D20. ORDERS**

D20.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

## **D21. LOCAL OFFICE**

- D21.1 The Contractor shall maintain and operate an office within the City of Winnipeg at a pre-determined monthly lease rate of \$1700.00 with a 2% annual increase.
- D21.2 Notwithstanding D21.1, and in the event that there is an office location change, the monthly lease rate may be adjusted and shall be based on current market rates.
- D21.2.1 The City will give the Contractor a minimum of sixty (60) Calendar Days notice of any required office location change.
- D21.2.2 The Contractor shall be responsible for any and all costs associated for the moving of their own items to another office location.
- D21.3 Monthly lease rate shall be invoiced and due monthly.

## **D22. RECORDS**

- D22.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D22.2 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.
- D22.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

## **MEASUREMENT AND PAYMENT**

### **D23. INVOICES**

- D23.1 Further to C12, the Contractor shall submit an invoice for each portion of work performed to:
- The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9
- Facsimile No.: 204- 949-0864  
Send Invoices to [CITYWPGAP-INVOICES@WINNIPEG.CA](mailto:CITYWPGAP-INVOICES@WINNIPEG.CA)  
Send Invoice Inquiries to [CITYWPGAP-INQUIRIES@WINNIPEG.CA](mailto:CITYWPGAP-INQUIRIES@WINNIPEG.CA)
- D23.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
  - (b) date of delivery;
  - (c) delivery address;
  - (d) type and quantity of work performed;
  - (e) the amount payable with GST and MRST shown as separate amounts; and
  - (f) the Contractor's GST registration number.
- D23.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

## **D24. PAYMENT**

D24.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at [HTTPS://WINNIPEG.CA/FINANCE/FILES/DIRECT\\_DEPOSIT\\_FORM.PDF](HTTPS://WINNIPEG.CA/FINANCE/FILES/DIRECT_DEPOSIT_FORM.PDF).

## **D25. PAYMENT SCHEDULE**

D25.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

## **WARRANTY**

### **D26. WARRANTY**

D26.1 Notwithstanding C13, Warranty does not apply to this Contract.

## **DISPUTE RESOLUTION**

### **D27. DISPUTE RESOLUTION**

D27.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D27.

D27.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D27.3 The entire text of C21.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit his written Appeal Form, in the manner and format set out on the City's Purchasing Division Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in his Appeal Form.

D27.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):

- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
- (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
  - (i) The Contract Administrator;
  - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
  - (iii) Department Head.



- D27.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D27.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D27.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D27.4.4 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D27.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

### THIRD PARTY AGREEMENTS

#### D28. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATION

- D28.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D28.2 Further to D28.1, in the event that the obligations in D28 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.
- D28.3 For the purposes of D28:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
  - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D28.4 Modified Insurance Requirements
- D28.5 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.
- D28.6 If applicable the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D28.6.1 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D28.6.2 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.

D28.6.3 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D28.6.4 Indemnification by Contractor

D28.6.5 In addition to the indemnity obligations outlined in C17 of the General Conditions for Services, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

D28.6.6 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
- (b) any damage to or loss or destruction of property of any person; or
- (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long-term obligation; in relation to this Contract or the Work.

D28.7 Records Retention and Audits

D28.7.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D28.7.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Services, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D28.7.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D28.8 Other Obligations

D28.8.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D28.8.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D28.8.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.

- D28.8.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D28.8.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D28.8.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

**FORM H1: PERFORMANCE BOND**  
(See D12)

KNOW EVERYONE 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. NO. 436-2024

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  
(CONTRACT SECURITY)  
(See D12)**

\_\_\_\_\_  
(Date)

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

RE: CONTRACT SECURITY – RFP NO. NO. 436-2024

PROVISION OF PARKING/VEHICLE FOR HIRE ENFORCEMENT AND COMMUNICATION  
SERVICES

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.

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.

Except where they may conflict with the terms and conditions contained in this Letter of Credit, the International Standby Practices 1998 shall apply to this Letter of Credit. This Letter of Credit shall also be governed by and construed in accordance with the laws of the Province of Manitoba and of Canada as applicable therein, except to the extent that such laws are inconsistent with the International Standby Practices 1998. This Letter of Credit is subject to the exclusive jurisdiction of the courts in the Province of Manitoba and all courts competent to hear appeals therefrom.

\_\_\_\_\_  
(Name of bank or financial institution)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS**

- E1.1 These Specifications shall apply to the Work.
- E1.2 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

#### **E2. SERVICES**

- E2.1 The Contractor shall provide the City of Winnipeg Parking Authority with trained and qualified personnel on a 24 hour, 7 days a week basis to perform a variety of functions in accordance with, but not limited to the requirements hereinafter specified.
- E2.2 It should be noted that any positions described herein may involve a Work Week that is not on a Monday to Friday basis, and may change from week to week due to operational requirements.
- E2.3 No additional fee or shift premium shall be added to the hourly rate for Work performed outside of normal Business Hours.
- E2.4 A sample schedule of shifts per position is provided as Appendix A – Sample Schedules for the convenience of the Bidder only. This schedule indicates shifts that may be required and is subject to change.
- E2.5 The Contractor shall provide the City of Winnipeg Parking Authority with trained and qualified personnel, 24/7/365 to perform a variety of functions in accordance with the requirements hereinafter specified included but not limited to:
- (a) municipal by-law enforcement;
  - (b) communications, monitoring and dispatch services;
  - (c) supervisory duties, and
  - (d) enforcement officers.
- E2.6 The Contractor shall assume all liability for the performance of their 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.
- E2.7 The Contractor shall assume all liability, costs and responsibilities related to:
- (a) employment cost;
  - (b) payroll;
  - (c) training;
  - (d) uniforms;
  - (e) legislated or company benefits;
  - (f) applicable taxes;
  - (g) correct use of vehicles, including:
    - (i) cleaning over and above normal wear and tear as determined by the Contract Administrator.



- (h) photo enforcement offences which include, but are not limited to:
    - (i) photo radar; and
    - (ii) red light camera tickets.
  - (i) damage directly resulting from improper operation of Winnipeg Parking Authority equipment, including vehicles;
  - (j) temporary replacement of vehicles;
  - (k) incorrect use of other equipment;
  - (l) replacement costs of other equipment damaged directly resulting from improper operation including, but not limited to:
    - (i) cameras;
    - (ii) handheld or other computers or electronics;
    - (iii) printers;
    - (iv) iPhones/mobile devices, tablets, etc.; and
    - (v) accessory devices for electronic equipment.
  - (m) overall job performance.
- E2.8 The Contractor shall deploy staff and resources in sufficient numbers and capabilities to achieve the following:
- (a) coverage of designated districts and the enforcement of all applicable bylaw infractions, scheduled patrolling activities, without reduction in overall patrol coverage (subject to audit);
  - (b) attend special duties or investigations as may be called in by the public;
  - (c) a staffing surge capability to provide additional patrol officers as required to meet the requirements of parking bans related to snow clearing, street cleaning, special events and other situations, as required;
  - (d) all reports and logs, in a format provided by the Contract Administrator are to be kept up to date while on shift;
  - (e) all occurrences of a non-routine nature documented and escalated to supervisory level and submitted daily, in a format acceptable to the Contract Administrator;
  - (f) provision of a monthly high-level report to the Contract Administrator, and other senior WPA staff. Report to include information on the prior month's performance and the status of ongoing operations by including, but not limited to:
    - (i) staff performance and scorecards as defined by job descriptions in the acceptable format to the Contract Administrator;
    - (ii) driver performance issues;
    - (iii) training activities and requirements;
    - (iv) non-routine activities such as traffic studies or special events; and
    - (v) other information that may be required by the Contract Administrator.
  - (g) adherence to Standard Operating Procedures outlined by and based on guideline; and
  - (h) imaging and documentation for all municipal by-law penalty notices. To be reviewed and verified on the basis of a random sampling on a daily basis including:
    - (i) notification of the Contract Administrator of any non-routine situations identified; and
    - (ii) maintenance of records of the random sampling and results of the reviews.
- E2.9 The Contractor's performance shall be subject to independent audit and shall be based on the terms of the Contract.
- E2.10 Item No. 1 – Site Coordinator shall be paid the hourly rate for the Site Coordinator position. The job functions of the Site Coordinator position are as follows, but not limited to:
- (a) have thorough knowledge of all parking regulations, by-laws and procedures;

- (b) ensure a high standard of customer service and respect with every citizen, City and WPA staff member interaction;
- (c) ensure a high standard of dress and deportment;
- (d) demonstrate proficiency in ability to send and receive email messages, attaching files, using various Microsoft Office tools, understanding file management, posting messages and navigating the Internet;
- (e) ensures work schedules and maintain records of annual vacation, sick leave and all daily, weekly, monthly and yearly Statutory holidays of all staff and positions (daily);
- (f) supervises the day to day operation of the parking enforcement to ensure productivity level and established metrics are achieved and maintained (daily);
- (g) ensure staffing levels of all contracted positions are filled to the levels required under the Contract (daily);
- (h) coordinate vehicle deployment, maintenance and inspections (daily);
- (i) collaborate with WPA to coordinate new vehicle and equipment deployment plan (as required);
- (j) ensure proper use of WPA internal dispatching system as it relates including but not limited to Lifting of Restriction (LOR) and Selective Enforcement (SER) requests, Surface Lot Enforcement, Use of Street Permits, Complaints (daily);
- (k) review and audit AVL (automatic vehicle locator) data (as required);
- (l) collaborate with WPA in the preparation and execution of various enforcement activities such as school patrols, special events, winter route, residential parking bans, street cleaning operations and street studies (as required);
- (m) collaborate with WPA to prepare and update Policy and Procedure Directives, training refreshers and Instructions (as required);
- (n) ensure communication and implementation of all Policy and Procedure Directives and Instructions to all Compliance Officers and Dispatch Communications Centre Officers (daily);
- (o) coordinate with Dispatch Communications Centre to utilize and maintain various logs including e-logs, radio checks, towed vehicles, complaint logs (daily);
- (p) provide leadership, coaching and control to all Compliance Supervisors, Officers and Dispatch personnel (daily);
- (q) complete performance reviews (as required);
- (r) review and adjust patrol routes, districts, policies and procedures for compliance activities to meet the requirements of the contract (as required);
- (s) provide guidance to urban and mobile patrol members in unusual situations (as required);
- (t) collect and provide information relating to complaint investigations (as required);
- (u) respond to special enquiries, service requests and any escalation requests (as required);
- (v) review and respond to beat audits reports, tow reports, vehicle reports, GPS reports, ALPR reports, Officer productivity reports (weekly);
- (w) review and respond to Officer error/void analysis and other reporting (weekly);
- (x) ensure all Compliance Officers and Dispatch Communications Centre Officers correctly use all equipment as required under the contract (daily);
- (y) maintain accurate incident reports, disciplinary records (daily);
- (z) ensure any disciplinary process and/or requirements are completed as per the requirements of the Contract (as required);
- (aa) performs ongoing feedback for supervisors and communication staff, related to the performance metrics required under the Contract (monthly and semi-annual); and
- (bb) other duties as required of the position.

- E2.11 Item No. 2 – On-Street Coordinator shall be paid the hourly rate for the On-Street Coordinator position. The job functions of the On-Street Coordinator position are as follows, but not limited to:
- (a) have thorough knowledge of all parking regulations, by-laws and procedures;
  - (b) ensure a high standard of customer service and respect with every citizen, City and WPA staff member interaction;
  - (c) ensure a high standard of dress and deportment;
  - (d) demonstrate proficiency in ability to send and receive email messages, attaching files, using various Microsoft Office tools, understanding file management, posting messages and navigating the Internet;
  - (e) on boarding of new hires including training and administration of evaluation documents (as required);
  - (f) provide training/operational documentation for new technology and assist in training (as required);
  - (g) ensure proper training of WPA internal dispatching system as it relates including but not limited to Lifting of Restriction (LOR) and Selective Enforcement Requests (SER), Surface Lot Enforcement, Use of Street Permits, and Complaints (as required);
  - (h) maintain accurate and detailed distribution lists of current officers; (as required);
  - (i) submit requests for special constable status assignment and revocation to the Contract Administrator upon hire or discontinuation of employment (as required);
  - (j) maintain accurate and up to date personnel records (daily);
  - (k) maintain accurate records relating to special constable status (as required);
  - (l) maintain accurate records relating to criminal record checks (as required);
  - (m) maintain driver license/training course records and schedules (as required);
  - (n) assist Site Coordinator as backup (as required);
  - (o) work closely with Senior Shift Supervisors to coordinate analyst and mentoring efforts (daily);
  - (p) work closely with weekend Shift Supervisors to provide additional direction for special initiatives and overall supervisory mentorship (daily);
  - (q) identify and provide training and education (coaching) to all compliance officers, supervisors, dispatch and admin staff (daily);
  - (r) work closely with Enforcement Analysts to coordinate reporting requirements for overall efficiency improvements for all enforcement departments (as required);
  - (s) review dispatch activities to ensure accuracy and proper use of WPA systems and work instructions (daily);
  - (t) audit complaint results to ensure proper follow up is scheduled or completed as necessary (as required);
  - (u) provide coaching, training and refresher training to dispatch staff (daily);
  - (v) develop weekly and monthly plans relating to enforcement requirements, refreshers and seasonal training, signed off by Site Coordinator (as required);
  - (w) review balance scorecards for all officers and incorporate performance improvement opportunities into weekly and monthly plans (monthly);
  - (x) coordinate monthly objectives with Site Coordinator, including monthly shadow schedule for all Mobile officers and dispatch, including overnight and weekend shifts (monthly);
  - (y) arrange shadowing with officers in frequencies consistent with experience and performance levels of each officer, on a 24/7/365 basis to ensure strategies and consistency with in-class training materials (daily);

- (z) review SERs and provide recommendations to Site Coordinator for cancellation, enhanced or decreased frequencies as required (monthly);
- (aa) perform a periodic review of selective enforcement results and recommend changes to frequency and timing of visit, if necessary (as required);
- (bb) review complaints and identify areas of concern to WPA (as required);
- (cc) review district assignments and provide recommendations to Site Coordinator accordingly (as required);
- (dd) review chalking reports to drive out additional efficiencies; (weekly);
- (ee) request and analyze AVL Reports for all officers and incorporate into plans (as required);
- (ff) support patrols as required with additional mobile coverage (as required);
- (gg) with Site Coordinator, communicate all changes to policies and SOP's to the officers (as required);
- (hh) respond to public inquiries concerning parking regulations and complaints received and dispatch members to address accordingly (as required); and
- (ii) other duties as required of the position.

E2.12 Item No. 3 – Enforcement Analyst shall be the hourly rate to be paid for the Enforcement Analyst position. The job functions of the Enforcement Analyst position are as follows, but not limited to:

- (a) have thorough knowledge of all parking regulations, by-laws and procedures;
- (b) ensure a high standard of customer service and respect with every citizen, City and WPA staff member interaction;
- (c) ensure a high standard of dress and deportment;
- (d) demonstrate proficiency in ability to send and receive email messages, attaching files, using various Microsoft Office tools, understanding file management, posting messages and navigating the Internet;
- (e) complies, updates and reports previous days enforcement activities and statistics (daily);
- (f) execute system scorecard and provide to on street coordinator (monthly);
- (g) evidence importing and exporting through various systems (daily);
- (h) update WPA dispatching system with special events (as required);
- (i) audits complaint logs, penalty notice issuance to identify ongoing concerns for patrol scheduling (weekly);
- (j) maintains and updates various work instruction manuals with new policies and direction (as required);
- (k) inventory control of various enforcement related documents and items (weekly);
- (l) maintains knowledge of WPA dispatching systems;
- (m) provide first level support and tracking for the Compliance technology; (as required);
- (n) complete periodic inventory and status of all Compliance user-level technology, including make, model, serial #'s, o/s of all wireless equipment, smartphones, printers, radios laptops (ALPR), with a minimum of full quarterly technology inventory and status audits, yearly full equipment audits, and random isolated audits; (as required);
- (o) requests, monitors and reports status of overall Compliance staff technology performance and repairs to faulty equipment to Site Coordinator; (as required);
- (p) provide technology and document plan in preparation for surge activities; (as required);
- (q) deploys new technology implementation (or changes to existing technology) to Compliance workforce; (as required);
- (r) provide onsite support for all Enforcement/Compliance related hardware including coordinating and tracking of repairs (as required);

- (s) promptly report any abuse and/or required escalations to Site Coordinator; (as required);
- (t) create and update enforcement and patrol records as requested by Site Coordinator (as required);
- (u) provide input into the weekly, monthly and semi-annual formal performance feedback for Supervisors and Communication Staff, related to technology usage (daily);
- (v) reports/scorecards to support the operational and reporting; and
- (w) other duties as required of the position.

E2.13 Item No. 4 – Senior Supervisor shall be the hourly rate to be paid for the Senior Supervisor position. The job functions of the Senior Supervisor position are as follows, but not limited to:

- (a) have thorough knowledge of all parking regulations, by-laws and procedures;
- (b) ensure a high standard of customer service and respect with every citizen, City and WPA staff member interaction;
- (c) ensure a high standard of dress and deportment;
- (d) demonstrate proficiency in ability to send and receive email messages, attaching files, using various Microsoft Office tools, understanding file management, posting messages and navigating the Internet;
- (e) mark attendance and re-assign personnel as required to ensure each shift is filled. Calling replacement Officers as necessary to ensure full shifts (daily);
- (f) provides ongoing formal performance feedback and coaching for Officers, related to the performance metrics required under the Contract (monthly and semi-annually);
- (g) coordinate and deliver the balanced scorecards for officers with On-Street coordinator (monthly);
- (h) identifies training requirements for officers to Site Coordinator and On-Street Coordinator for department training and direction (daily);
- (i) oversee coordination between officers and Supervisors to ensure proper training and direction is provided (weekly);
- (j) coordinate/assist with equipment issuance, ensure sufficient materials are available for each shift to complete their duties (daily);
- (k) assist with vehicle and ALPR equipment maintenance, replacement, tracking and scheduling;
- (l) analyze AVL reports for all officers and recommend action (daily);
- (m) ensure a high standard of customer service and respect with every citizen interaction (daily);
- (n) review all penalty notices written during the shift for accuracy and compliance with by-laws and procedures and record voided Penalty notices (daily);
- (o) review officer photos for quality assurance (daily);
- (p) assist Officer in completing accidents reports (as required);
- (q) assist Officer in completing WCB forms (as required);
- (r) investigate citizen complaints and follow up with Officers (as required);
- (s) review of Officer efficiency (daily);
- (t) complete supervisor shift report (daily);
- (u) review and address Officer error/void report (weekly);
- (v) electronically log and review with Officers the AVL driver report (weekly);
- (w) provide overall direction, including coaching and discipline from AVL driver report (daily);
- (x) issue and log electronically disciplinary forms to officers (as required);
- (y) support patrols as required with additional mobile coverage (daily);

- (z) respond to all incidents involving Officers and/or vehicles (as required);
- (aa) reviewing and briefing of all changes to policy and bylaws to Officers (as require);
- (bb) conduct vehicle audits and produce detailed condition reports (weekly);
- (cc) ensure vehicle assigned is fuelled and in good working order, report any mechanical problems on pre and post vehicle inspection report (daily);
- (dd) complete pre and post vehicle inspection report (daily);
- (ee) ensure all complaints are attended to within specified time lines;
- (ff) execute special event parking removal, winter route, residential parking ban and street cleaning for each shift (as required);
- (gg) ensure all equipment and radio batteries are fully charged and when necessary taken in to repair (daily);
- (hh) submit missing sign report and other similar reports (as required);
- (ii) mentor other Supervisors (as required);
- (jj) ensure clean and pressed uniforms are worn by staff (daily); and
- (kk) other duties as required of the position.

E2.14 Item No. 5 – Shift Supervisor shall be the hourly rate to be paid for the Shift Supervisor position. The job functions of the Shift Supervisor position are as follows, but not limited to:

- (a) have thorough knowledge of all parking regulations, by-laws and procedures;
- (b) ensure a high standard of customer service and respect with every citizen, City and WPA staff member interaction;
- (c) ensure a high standard of dress and deportment;
- (d) demonstrate proficiency in ability to send and receive email messages, attaching files, using various Microsoft Office tools, understanding file management, posting messages and navigating the Internet;
- (e) have thorough knowledge of all parking regulations, by-laws and procedures;
- (f) mark attendance and re-assign personnel as required to ensure each shift is filled;
- (g) performs ongoing formal performance feedback and coaching for Officers, related to the performance metrics required under the Contract (monthly and semi-annually);
- (h) identifies training requirements for officers to Site Coordinator and On-Street Coordinator for department training and direction (daily);
- (i) provide on street supervision for mobile patrol members (daily);
- (j) ensure a high standard of customer service and respect with every citizen interaction (daily);
- (k) review all penalty notices written during the shift for accuracy and compliance with by-laws and procedures and record voided Penalty notices (daily);
- (l) review Enforcement Officer photos and penalty notices for quality assurance (daily);
- (m) assist Enforcement Officer in completing accidents reports (as required);
- (n) assist Enforcement Officer in completing WCB forms (as required);
- (o) investigate citizen complaints and follow up with Officers (as required);
- (p) daily random review of prior shifts GPS (daily);
- (q) daily review of Enforcement Officer penalty notice counts for efficiency (daily);
- (r) complete supervisor shift report (daily);
- (s) respond to Enforcement Officer location report (daily);
- (t) review with Enforcement Officers the error/void report (weekly);
- (u) review with Enforcement Officers the driver report (weekly);

- (v) issue and log electronically disciplinary forms to Enforcement Officers (as required);
- (w) support patrols as required with additional mobile coverage (daily);
- (x) respond to all incidents involving Officers and/or vehicles (as required);
- (y) reviewing and briefing all changes to bylaws and policy to the Enforcement Officers (as required);
- (z) ensure vehicle assigned is fuelled and in good working order, report any mechanical problems on pre and post vehicle inspection report (daily);
- (aa) complete pre and post vehicle inspection report (each shift);
- (bb) coordinate/assist with equipment issue, ensure sufficient materials are available for each
- (cc) shift to complete their duties (daily);
- (dd) ensure all radio batteries are fully charged and when necessary taken in to repair (daily);
- (ee) other duties as required of the position.

E2.15 Item No.6 – Urban Supervisor shall be the hourly rate to be paid for the Urban Supervisor position. The job functions of the Urban Supervisor position are as follows, but not limited to:

- (a) have thorough knowledge of all parking regulations, by-laws and procedures; have thorough knowledge of all parking regulations, by-laws and procedures;
- (b) ensure a high standard of customer service and respect with every citizen, City and WPA staff member interaction
- (c) ensure a high standard of dress and deportment
- (d) demonstrate proficiency in ability to send and receive email messages, attaching files, using various Microsoft Office tools, understanding file management, posting messages and navigating the Internet
- (e) mark attendance and re-assign personnel as required to ensure each shift is filled.
- (f) provide on street supervision for walking beat, daily;
- (g) review all penalty notices written during the shift for accuracy and compliance with by-laws and procedures and record voided Penalty notices, daily;
- (h) review Enforcement Officer photos for quality assurance, daily;
- (i) assist Enforcement Officer in completing accidents reports, as required;
- (j) assist Enforcement Officer in completing WCB forms, as required;
- (k) investigate citizen complaints, as required;
- (l) daily random review of prior shifts GPS, daily;
- (m) daily review of officer efficiency (daily);
- (n) complete shift report, (daily);
- (o) respond to beat audit reports, (daily);
- (p) review with officers the error/void report, (weekly);
- (q) issue disciplinary forms to Enforcement Officers, as required;
- (r) respond to all incidents involving Enforcement Officers, as required;
- (s) reviewing and briefing all changes to bylaw and policy to the Enforcement Officers, as required;
- (t) ensure a high standard of customer service and respect with every citizen interaction;
- (u) ensure a high standard of dress and deportment of the walking beat and mobile personnel, daily;
- (v) assignment of equipment ensure sufficient materials are available for each shift to complete their duties, daily;
- (w) ensure all radio batteries are fully charged and when necessary taken in to repair, daily;

- (x) respond to public inquiries concerning parking regulations and complaints received and dispatch members to deal with same, as required;
- (y) record and report daily statistics;
- (z) perform ongoing monthly and annual formal performance feedback for Enforcement Officers' staff, related to the performance metrics required under the Contract;
- (aa) identifies training requirements for officers to Site Coordinator and On-Street Coordinator for department training and direction (daily); and
- (bb) other duties as required of the position.

E2.16 Item No. 7 – Dispatch Communications shall be the hourly rate to be paid for the Dispatch Communications position. The job functions of the Dispatch Communications position are as follows, but not limited to:

- (a) monitor radio traffic, conduct and log regular radio checks with patrol units (daily);
- (b) demonstrate proficiency in ability to send and receive email messages, attaching files, using various Microsoft Office tools, understanding file management, posting messages and navigating the Internet;
- (c) log sick calls within WPA systems;
- (d) maintain thorough knowledge internal and interdepartmental systems;
- (e) assign incoming complaints for investigation in WPA dispatching system, keeping records of time dispatched and results of investigation (daily);
- (f) update WPA systems and dispatching system with results of various patrolling activities;
- (g) maintain up to date knowledge on any street works, special events, filming permits, signage changes (temporary or permanent) and other matters effecting the parking regulations in the assigned areas (daily);
- (h) monitor security cameras for parkades/lots and WPA office and assign patrols to investigate suspicious activity (daily);
- (i) update internal logging system with meter issues and missing signage;
- (j) maintain various records relating to signage, parking removal requests and permits received;
- (k) assist supervisors with equipment charging and issuance;
- (l) ensure a high standard of customer service and respect with every citizen interaction (daily);
- (m) report any matters considered urgent in nature to the WPA and Site Coordinator immediately; and
- (n) other duties as required of the position.

E2.17 Item No. 8 – Enforcement Officer shall be the hourly rate to be paid for the Enforcement Officer position. The job functions of the Enforcement Officer position are as follows, but not limited to:

- (a) have thorough knowledge of all parking regulations, by-laws and procedures and enforce them through the issuance of penalty notice in accordance with the policies of the Winnipeg Parking Authority;
- (b) ensure a high standard of customer service and respect with every citizen, City and WPA staff member interaction;
- (c) ensure a high standard of dress and deportment;
- (d) demonstrate proficiency in ability to send and receive email messages, attaching files, using various Microsoft Office tools, understanding file management, posting messages and navigating the Internet;
- (e) patrol assigned routes and other enforcement activities within the assigned route, issue penalty notices to illegally parked vehicles;



- (f) utilize WPA dispatching system for knowledge of lifting of restrictions, selective enforcement, special events and all other assigned patrolling;
- (g) update all results of patrolling activities within the WPA dispatching system;
- (h) report missing or incorrect signage and meter issues to dispatch;
- (i) use WPA dispatching system to ensure use of street permitted areas are following parking regulation and report non-compliance within the WPA dispatching system;
- (j) report any urgent issues or situations noted while on patrol immediately;
- (k) if applicable, ensure vehicle assigned is fuelled and in good working order, report any mechanical problems on required pre and post vehicle inspection report, daily;
- (l) ensure the quality and accuracy of photos, reports and penalty notice meet quality assurance standards, daily;
- (m) review driver reports, ensuring compliance with all reporting requirements (as required);
- (n) review Enforcement Officer error report, ensuring compliance (monthly);
- (o) report and complete accident reports (as required);
- (p) review, understand and effectively apply all changes to bylaws and policy (as required);
- (q) ensure all issued equipment is charged and in proper working order prior to each shift;
- (r) ensure sufficient materials are available for each shift to complete your duties;
- (s) ensure all wireless equipment is operating correctly and that wireless connectivity is maintained throughout your shift;
- (t) record and report daily statistics;
- (u) respond to all dispatched patrol requests (daily); and
- (v) other duties as required of the position.

E2.18 Item No. 9– Senior Inspector – Vehicles for Hire (VFH) shall be the hourly rate to be paid for the Senior Inspector – Vehicles for Hire position. The job functions of the Senior Inspector – Vehicles for Hire position are as follows, but not limited to:

- (a) have thorough knowledge of all regulations, by-laws and procedures relating to Vehicles for Hire;
- (b) point of contact for VFH Coordinator of Enforcement and Investigations;
- (c) required to work with a high level of independence and proficient in conflict resolution;
- (d) make minor enforcement decisions/clarifications within policy/procedure (otherwise with coordinator approval);
- (e) provide VFH enforcement feedback and recommendations to the Coordinator of Enforcement and Investigations;
- (f) responsible for training new inspectors;
- (g) identifies and recommends training requirements for inspectors;
- (h) performs ongoing formal performance feedback and coaching for inspectors, related to the performance metrics required under VFH operations and the Contract;
- (i) gather and present evidence to the Coordinator of Enforcement and Investigations, Screening Officers, Adjudicators, VFH Appeal Board and provincial court as required;
- (j) ensure a high standard of customer service and respect with every citizen interaction;
- (k) review all penalty notices written during the shift for accuracy and compliance with by-laws and procedures;
- (l) assist inspectors in completing accidents reports, as required;
- (m) assist inspectors in completing WCB forms, as required;
- (n) investigate citizen complaints and follow up with inspectors, as required;

- (o) daily random review of prior shifts GPS, daily;
- (p) complete supervisor shift report, daily;
- (q) electronically log and review with inspectors the error/void report, as required;
- (r) electronically log and review with inspectors the driver report, as required;
- (s) provide recommendations to the Coordinator of Enforcement and Investigations concerning Enforcement Officer conduct which may include coaching and or disciplinary action;
- (t) log electronically disciplinary forms to inspectors, as required;
- (u) respond to all incidents involving inspectors and/or vehicles, as required;
- (v) complete and electronically log incident reports, as required;
- (w) complete and electronically log accident reports as required;
- (x) reviewing and briefing all changes to policy and SOP's with the inspectors, as required;
- (y) conduct vehicle audits and produce detailed condition reports, as required;
- (z) ensure enforcement vehicle is fuelled and in good working order, report any mechanical problems on pre and post vehicle inspection report (daily);
- (aa) complete pre and post vehicle inspection report (every shift);
- (bb) coordinate/assist with equipment issue, ensure sufficient materials are available for each shift to complete their duties (daily);
- (cc) ensure all radio batteries are fully charged and when necessary taken in to repair, as required;
- (dd) record, report and ensure accuracy of daily statistics;
- (ee) strong communication skills, both verbal and written;
- (ff) ability to lead and direct staff;
- (gg) strong PC skills in Microsoft Office (Word, Excel, Outlook, iPhone);
- (hh) knowledge of the standards, concepts, practices, and procedures within the taxi enforcement industry;
- (ii) ability to lead and direct teams;
- (jj) ability to work at all levels within an organization and the ability to work in a diverse work group;
- (kk) demonstrated strong interpersonal skills;
- (ll) must maintain a professional appearance and ensure a high standard of dress and deportment of the personnel; and
- (mm) other duties as required of the position.

E2.19 Item No. 10 – Inspector – Vehicles for Hire (VFH) shall be the hourly rate to be paid for the Inspector – Vehicles for Hire position. The job functions of the Inspector – Vehicles for Hire position are as follows, but not limited to:

- (a) have thorough knowledge of all regulations, by-laws and procedures relating to Vehicles for hire;
- (b) point of contact for VFH Coordinator of Enforcement and Investigations;
- (c) required to work with a high level of independence and proficient in conflict resolution;
- (d) knowledge of mechanical and taxi features as prescribed in the associated bylaws and acts;
- (e) ensure a high standard of customer service and respect with every citizen and industry interaction including but not limited to the education of stakeholders as necessary;
- (f) review all tickets written during the shift for accuracy and compliance with by-laws;

- (g) procedures and record voided tickets;
- (h) Investigate citizen complaints and follow up with complainants, as required;
- (i) gather and present evidence to the Coordinator of Enforcement and Investigations, Screening Officers, Adjudicators, VFH Appeal Board and provincial court as required;
- (j) daily random review of prior shifts GPS (daily);
- (k) respond to all incidents involving VFH including camera downloads based on complaint criteria;
- (l) prioritize and respond to requests for information from outside enforcement agencies as well as Manitoba Public Insurance;
- (m) complete and electronically log incident reports (daily);
- (n) complete and electronically log accident reports, as required;
- (o) patrol assigned routes, issue penalty notices to vehicles, dispatchers and drivers not in compliance with the VFH by-law and provisions contained within (daily);
- (p) monitor taxi operations and perform vehicle inspections to ensure compliance of the bylaw;
- (q) keep the office informed of any unusual events that may affect their operation (daily);
- (r) complete and submit all incidents in a report, daily, process all forms such as VFH inspection reports, incident reports, statement forms, re-inspection reports and inspector month end summary report;
- (s) ensure enforcement vehicle is fuelled and in good working order, report any mechanical problems on pre and post vehicle inspection report (daily)
- (t) complete pre and post vehicle inspection report (every shift);
- (u) strong PC skills in Microsoft Office (Word, Excel, Outlook, iPhone);
- (v) ensure the quality and accuracy of photos and penalty notices meet quality assurance standards (daily);
- (w) maintain up to date records of all forms;
- (x) serve documents and penalties notices as required;
- (y) review, understand and effectively apply all changes to policy and SOP's, as required;
- (z) ensure a high standard of dress and deportment, clean and pressed uniforms shall be worn (daily);
- (aa) ensure all issued equipment is charged and in proper working order prior to each shift, and sufficient materials are available for each shift to complete your duties;
- (bb) ensure all wireless equipment is operating correctly and that wireless connectivity is maintained throughout the shift;
- (cc) record and report daily statistic; and
- (dd) respond to all dispatched patrol requests (daily); and
- (ee) other duties as required of the position.

E2.20 Item No. 11 – Surge Hours shall be the hourly rate paid for additional staffing requirements to be used for, but not limited to, and for the duration of the Contract for, but not limited to:

- (a) winter route enforcement;
- (b) residential parking bans;
- (c) spring clean up; and
- (d) special events.

E2.20.1 Surge Hours will be on an “as required” basis as determined by the Contract Administrator as follows:

- (a) The Contract Administrator shall give a minimum of 24 hours notice that a shift or shifts are required, and the Contractor shall fill those shifts.
- E2.20.2 Requests by the Contract Administrator to the Contractor for the scheduling of Surge Hours may be requested at any time.
- E2.20.3 In the event that the Contractor fails to fill the shifts required, the Contractor may be assessed Liquidated Damages in accordance with D14.
- E2.20.4 For requests by the Contract Administrator giving less than 24 hours notice that a shift or shifts are required, the Contractor shall make every attempt to fill those shifts. However, no Liquidated Damages shall be assessed if that shift is not able to be filled.
- E2.20.5 Schedule changes during surge events will require review and approval by the Contract Administrator prior to implementation.
- E2.21 Item No. 12 – Shift Supervisor Stat Hours shall be the hourly rate to be paid for the Shift Supervisor position identified in E2.14 for hours worked on a statutory holiday. Statutory holidays shall include:
- (a) New Years Day (January 1);
  - (b) Louis Riel Day (third Monday in February);
  - (c) Good Friday (exact date changes according to calendar);
  - (d) Easter Monday (exact date changes according to calendar);
  - (e) Victoria Day (third Monday in May);
  - (f) Canada Day (July 1);
  - (g) Terry Fox Day (first Monday in August);
  - (h) Labour Day (first Monday in September);
  - (i) National Day for Truth and Reconciliation (September 30);
  - (j) Thanksgiving Day (second Monday in October);
  - (k) Remembrance Day (November 11);
  - (l) Christmas Day (December 25); and
  - (m) Boxing Day (December 26).
- E2.22 Item No. 13 – Enforcement Officer Stat Hours shall be the hourly rate to be paid for the Enforcement Officer position identified in E2.17 for hours worked on a statutory holiday. Statutory holiday days shall include:
- (a) Dates identified in E2.21(a) through E2.21(m).
- E2.23 Item No. 14 – Dispatch Communication Stat Hours shall be the hourly rate to be paid for the Dispatch Communication position identified in E2.16 for hours worked on a statutory holiday. Statutory holiday days shall include:
- (a) Dates identified in E2.21(a) through E2.21(m).
- E2.24 Item No. 15 – Senior Inspector Vehicles for Hire Stat Hours shall be the hourly rate to be paid for the Inspector – Vehicles for Hire position identified in E2.18 for hours worked on a statutory holiday. Statutory holiday days shall include:
- (a) Dates identified in E2.21(a) through E2.21(m).
- E2.25 Item No. 16 – Inspector Vehicles for Hire Stat Hours shall be the hourly rate to be paid for the Inspector – Vehicles for Hire position identified in E2.19 for hours worked on a statutory holiday. Statutory holiday days shall include:
- (a) Dates identified in E2.21(a) through E2.21(m).

E2.26 Item No 17. – Training (Parking and Vehicles for Hire) shall be the hourly rate to be paid for training:

- (a) Dates as outlined in, and consistent with E5.5.

### **E3. EMPLOYEE BEHAVIOUR AND SUPERVISION**

E3.1 The Contractor shall provide adequate supervision of its employees and shall ensure that all such employees conduct themselves in an appropriate manner and shall without limitation, ensure that employees:

- (a) follow the City of Winnipeg's Code of Conduct while performing Work under the Contract;
  - (i) The City of Winnipeg's Code of Conduct will be supplied to the Contractor after award of contract, upon request.
- (b) behave in a courteous and polite manner (no profanity or excess noise) to City staff, citizens and other personnel;
- (c) wear a suitable uniform as described in E5.3(a) and E5.3(b) are to be kept in a clean and tidy state;
- (d) not smoke within a City facility or vehicle, including the use of e-cigarettes;
- (e) maintain valid drivers license and report any change to status immediately;
- (f) obey all posted speed limits and safety rules; and
- (g) keep the site secure from entry by unauthorized persons.

E3.1.1 The Contractor and their employees are prohibited from entering the premises of any location other than to perform the Work of the Contract unless accompanied by City staff. The Contractor or his employees will not be allowed to operate equipment other than described in this Contract. No one other than the Contractor or their employees shall be allowed on City owned property.

### **E4. MATERIALS AND RESOURCES**

E4.1 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, mobile devices, imaging, wireless and GPS technologies for City; network systems; and
- (c) vehicles for the use of the Contractor employees to perform the Work of the Contract for the duration of the Contract.

E4.2 Where the Contractor's employee ceases to be employed on the Site, whether temporarily or permanently, all City supplied equipment shall be returned within fifteen (15) Calendar Days or the full replacement cost will be charged back to the Contractor.

E4.3 The Contractor shall provide and maintain all personal resources for all on-site staff including, but not limited to:

- (a) a basic non-military style uniform and other specialized outerwear for all staff, in a color and format pre-approved and acceptable to the Contract Administrator. This will include:
  - (i) lined winter jacket;
  - (ii) rain jacket;
  - (iii) spring jacket;
  - (iv) long sleeved shirts;
  - (v) short sleeved shirts;
  - (vi) pants;
  - (vii) shorts;

- (viii) hats/toques;
    - (ix) reflective vests if required; and
    - (x) appropriate footwear, including winter cleats.
  - (b) appropriate seasonal uniforms and outerwear shall be pre-approved by the Contract Administrator and issued to staff one month prior to seasonal changes and will be replaced as required due to wear and tear. Worn out and faded uniforms will be deemed to be not acceptable; and
  - (c) all office and operational supplies, note books and equipment for performance of the Work.
- E4.4 Further to D21 the Contractor is advised that the City will provide office space for the on-site Compliance Site Coordinator, On Street Coordinator and Enforcement Analyst when required, on an occasional basis, and as can be arranged with the Contract Administrator, for the Contractor's senior staff to meet with their employees or City of Winnipeg employees.
- E4.5 Further to D21 the Contractor will be responsible for the provision of space for storage of any equipment supplied by the Contractor and for any additional office or meeting space required to meet operational requirements.
- E4.6 The City may require the use of electronic time cards and GPS tracking systems to provide time management and real time tracking for on-shift personnel.
- E5. HIRING, TRAINING AND STANDARDS OF EMPLOYEMENT**
- E5.1 All Contractor's employees I deployed to the Site shall have obtained a proficient skill level in the following areas:
  - (a) use of radios, tablets, smart phones, personal data assistants and computers (MS Office Suite, email and internet);
  - (b) excellent dress, public relations, interpersonal, written and verbal communications skills, including fluency in one or both official languages;
  - (c) demonstrated decisiveness, good judgement and ability to assess and address emergent situations quickly; and
  - (d) demonstrate 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.).
- E5.2 All Contractor's employees deployed to the Site must have obtained formal training and demonstrate an ability, through the provision of documentation indicating successful completion of training where applicable, in the following areas:
  - (a) first aid and CPR, including AED training;
  - (b) basic security and trespass law familiarization;
  - (c) basic personal safety awareness; and
  - (d) WHMIS.
- E5.3 All Contractor's employees deployed to the Site and assigned to vehicle-based patrols shall:
  - (a) be in valid possession of, and have proof of completion of the Canada Safety Council Defensive Driving Course (or equivalent) within the last three (3) years;
  - (b) have completed a Winter Driving Course provided by a training supplier acceptable to the City; and
  - (c) able to obtain a driver abstract this may be subject to review by the Contract Administrator.
- E5.4 All Contractor's employees assigned to the Site shall agree to information handling controls as required by FIPPA, the City of Winnipeg and the Province of Manitoba. the Contractor, as part

of their onsite records for each employee, shall maintain a copy of an agreement to same by each employee.

- E5.5 The Contractor shall provide up to three (3) on-site training shifts for each trainee. Following training, the Contractor shall administer a basic job knowledge exam prepared by the Contract Administrator to each trainee. Upon successful completion of the exam, trainees will be assigned to on-street training partnered with an experienced officer for up to 5 shifts. Additionally:
- (a) upon completion of the 5 on-street shifts, the Contractor shall provide a short evaluation of the trainee to the Contract Administrator with a request to assign the individual to a regular shift;
  - (b) the Contractor may submit an invoice for up to five (5) training shifts for each trainee upon:
    - (i) successful completion of the basic job knowledge exam; and
    - (ii) after the trainee has completed ninety (90 days) of employment on site.
- E5.5.1 Where a trainee does not successfully complete the exam, the Contractor may choose to provide additional training, but such training will be the sole responsibility of the Contractor.
- E5.6 At the discretion of the Contract Administrator, training hours may be used to conduct one on one additional training sessions when required.
- E5.7 All Contractor's employees assigned to the Site shall demonstrate continuing ability to meet the basic knowledge requirements of the position through completion of regular certification/recertification training and/or exams as determined through agreement between the Contract Administrator and Contractor, including but not limited to:
- (a) City of Winnipeg municipal by-laws;
  - (b) standard operating procedures,
  - (c) first aid, CPR and WHMIS; and
  - (d) new enforcement guidelines and technologies.
- E5.8 Where a Contractor's employee does not successfully complete the required certification/recertification they will not be eligible for Work on the Site until such time as the certification/re-certification is completed.
- E5.9 Suitability and deployment of Contractor's employees to the Site is solely the responsibility of the Contractor. Terms and Conditions of employment are the responsibility of the Contractor.
- E5.10 The Contractor shall perform due diligence and exercise effective staff selection, supervision and management to ensure all Contractor's employees deployed to the Site remain suitable.
- E5.11 The Contractor shall remove any officer or employee listed in B14 who:
- (a) fails to maintain the required job skills as demonstrated through regular re-certification in critical skills; and/or
  - (b) in the sole opinion of the Contract Administrator, is deemed unacceptable for employment on this Contract; and (c) all dismissals are final at the discretion of the Contract Administrator.
- E5.11.1 Such authority shall be deemed to be withdrawn immediately upon:
- (a) the employee voluntarily ceasing work on the Site; or
  - (b) the Contract Administrator advising that an employee is deemed unacceptable for employment on this Contract.
- E5.12 All Contractor's employees deployed to the Site shall be delegated authority as a Special Constable for the Province of Manitoba for the purposes of enforcing specified municipal by-laws.

- E5.13 Overall performance of the Contractor and Contractor's employees deployed to the Site will be assessed and reported to the Contract Administrator on a semi-annual basis.
- E5.14 Where a Contractor's employees is temporarily suspended from work on the Site, whether through failure to maintain certification, or other reason, the delegation of Authority as a Special Constable shall be deemed to be suspended until the Contractor's employee returns to work at which point it shall be reinstated or the Contractor's employee formally ceases work on the Site at which point the authority shall be deemed to be withdrawn.

## **E6. SPECIALIZED TRAINING AND RESOURCES**

- E6.1 If any specialised 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 Contractor's employee per month.

## **E7. ADJUSTMENTS**

- 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 fifteen (15) Calendar Days written notice by either party and subject to mutual agreement.

## **E8. CONTRACTOR DUTIES AND RESPONSIBILITIES**

- E8.1 The Contractor is expected to maintain urban and/or mobile patrol operations citywide in support of parking control and response to emergencies and other situations as required in accordance with the Contract or outlined by the Contract Administrator.
- E8.2 The Contractor shall engage in towing procedures in accordance with the Contractor's Standing Operating Procedures as approved by the Contract Administrator.
- E8.3 The Contractor's employees shall be diligent and shall be responsible for taking action and maintaining records to ensure the safety and security of customers at Winnipeg Parking Authority facilities and services as directed by the Contract Administrator.

## **E9. CONTINUANCE OF SERVICE**

- E9.1 The Contractor shall, should they not be the successful Bidder on a subsequent Tender for the next contract, and at the discretion of the Contract Administrator, work with the successful Bidder for that subsequent contract to train, transition and allow job shadowing for a period of up to two (2) months.
- E9.1.1 The City of Winnipeg shall pay the existing monthly service rate should this be necessary.

## **E10. APPENDICES**

- E10.1 Appendix A – Sample Schedules



## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at their place of residence; or
  - (b) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account:  
HTTPS://FORMS.STERLINGBACKCHECK.COM/PARTNERS/PLATFORM2-EN.PHP?&PARTNER=WINNIPEGCITY ; or
  - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <HTTPS://WWW.COMMISSIONAIRES.CA/EN/MANITOBA/HOME>; or
  - (d) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- F1.2 The following is a link to information for obtaining the Police Information Check including the Vulnerable Sector screening from the City of Winnipeg Police Service.  
<HTTP://WINNIPEG.CA/POLICE/PR/PIC.STM>
- F1.2.1 The Police Information Check shall include a Vulnerable Sector Screening. This can be obtained by following the link below <HTTP://WINNIPEG.CA/POLICE/PR/PIC.STM> .
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- F1.3 The original Police Information Check (Form P–612) 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 Police Information Check (Form P–612) to the Contract Administrator.
- F1.4 Prior to the award of Contact, 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 Police Information Check 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.
- F1.5 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.6 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.7 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 Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work.