



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 342-2018

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

Note to Proponents: Please be aware of revisions to B15.3

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
Form B: Prices	4

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	2
B6. Substitutes	2
B7. Proposal Submission	3
B8. Proposal	4
B9. Prices	4
B10. Operating Plan (Section C)	5
B11. Industry Experience of Key Personnel (Section D)	6
B12. Disclosure	6
B13. Conflict of Interest and Good Faith	6
B14. Qualification	7
B15. Opening of Proposals and Release of Information	8
B16. Irrevocable Offer	8
B17. Withdrawal of Offers	9
B18. Interviews	9
B19. Negotiations	9
B20. Evaluation of Proposals	9
B21. Award of Contract	10

PART C - GENERAL CONDITIONS

C0. General Conditions	1
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PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Services	1
D3. Cooperative Purchase	2
D4. Contract Administrator	2
D5. Contractor's Site Coordinator/Supervisor	3
D6. Ownership of Information, Confidentiality and Non Disclosure	3
D7. Notices	3

Submissions

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

Control of Work

D11. Commencement	4
D12. Liquidated Damages	5
D13. Chargebacks	5
D14. Orders	5
D15. Local Office	5
D16. Records	5

Measurement and Payment

D17. Invoices	6
D18. Payment	6

Warranty

D19. Warranty	6
Form H1: Performance Bond	7
Form H2: Irrevocable Standby Letter of Credit	9

PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. Services	1

Additional Information

E3. Services	12
E4. Employee Behaviour and Supervision	13
E5. Materials And Resources	14
E6. Hiring, Training and Standards of Employment	14
E7. Specialized Training and Resources	16
E8. Adjustments	16
E9. Contractor Duties and Responsibilities	17
E10. Continuance of Service	17
E11. Appendices	17

PART F - SECURITY CLEARANCE

F1. Security Clearance	1
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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 20, 2018.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

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

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B3.6 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.

B3.7 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.

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 Bid Opportunity 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 Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

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 Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her 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 he/she wishes 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 his/her 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: 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;
 - (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 Proponents should submit one (1) unbound 8.5” x 11” original (marked “original”) including drawings and six (6) copies (copies can be in any size format) for sections identified in B7.1 and B7.2.
- B7.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. 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 team.
- 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 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B7.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.10 Proposals shall be submitted to:
- The City of Winnipeg
 - Corporate Finance Department
 - Materials Management Division
 - 185 King Street, Main Floor
 - Winnipeg MB R3B 1J1

B7.11 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: Proposal, making all required entries.

B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her 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 his/her 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: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B8.4 Paragraph 12 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her 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 and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B8.5 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 C11.1.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B9.2 The 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 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 shall indicate how the Proponent will meet the requirements of the Contract, paying close attention to the Enforcement and Communications Activities providing, but not limited to, the following information:

B10.2 Provision of Parking Enforcement Services

B10.2.1 Proponents should include information how they will achieve the following:

- (a) meet required staffing and activity levels as outlined in Part E;
- (b) provide staffing to meet required patrol coverage of Winnipeg Parking Authority designated districts and the respective bylaw contraventions, special event zones, parking lots without reduction in overall patrol coverage; and
- (c) include a staffing plan for the provision of seasonal staffing surges, sometimes with minimal notice time of the requirement.

B10.3 Provision of Vehicle for Hire Inspectors

B10.3.1 Proponents should include information how they will achieve the following:

- (a) meet required staffing and activity levels as outlined in Part E; and
- (b) provide staffing to meet required patrol and inspection coverage.

B10.4 Provision of Communication and Dispatch Services

B10.4.1 Proponents should include information how they will achieve the following:

- (a) meet required staffing and activity levels as outlined in Part E ;
- (b) provide proactive monitoring of deployed compliance officers and other City of Winnipeg assets as required;
- (c) monitor security cameras covering WPA facilities; and
- (d) respond to requests for service from outside sources.

B10.5 Provide a summary of the size and capacity of the Proponent's experience with, and references to similar work performed in the past. 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 The Proponent shall 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 to WPA account;
- (b) Compliance Site Coordinator;
- (c) Senior Supervisors;
- (d) Shift and Urban Patrol Supervisors;
- (e) Vehicle for Hire Inspectors;
- (f) Communications Staff;
- (g) Technical Lead; and
- (h) The Proponent's primary managerial point of contact for the Contract.

B11.2 Where appropriate, Proponents are encouraged to include industry experience of key personnel of Subcontractors.

B12. DISCLOSURE

B12.1 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.

B12.2 The Persons are:

- (a) G4S Secure Solutions

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 Project Manager; 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, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

- 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; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
 - (d) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - .
 - (e) 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
 - (f) 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 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.
- B14.5 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 names of the Proponents and the Contract amount of the successful Proponent and their address(es) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B15.3 The Proponent is advised that 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 his/her 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 10 of Form A: 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 Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B17. WITHDRAWAL OF OFFERS

- B17.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B17.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B17.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 12 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B17.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
 - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 12 of Form A: Proposal; and
 - (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Proposal withdrawn.
- B17.2 A Proponent who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B16.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B18. INTERVIEWS

- B18.1 The Contract Administrator may, in his/her 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; 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 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 his/her Proposal or in other information required to be submitted, that he/she is responsible and qualified.
- B20.4 Further to B20.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B20.5 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.
- B20.5.1 Notwithstanding B20.5, 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.
- B20.5.2 Notwithstanding B20.5, 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.
- B20.6 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.
- B20.7 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.
- B20.8 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 responsible and qualified, and the Proposals are determined to be responsive.
- B21.2.1 Without limiting the generality of B21.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B21.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.

B21.3.1 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.1.2 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, 2018 until September 30, 2020, 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 Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

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

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

- (a) Provision of urban, mobile (including ALPR Automated License Plate Recognition), bike patrol compliance officers and Supervisors, some on a 24/7 basis as required on pre-determined routes and schedules. Subject to change at the sole discretion of the Contract Administrator;
- (b) Provision of Support Staff- to include internal Quality Assurance consisting of a Technical Support/Trainer and Site Coordinator;
- (c) Provision of Vehicle for Hire Inspectors;
- (d) Provision of a solely dedicated account manager;
- (e) Provision of increased staffing to provide enforcement for the following:
 - (i) Seasonal bans called by the Public Works Department such as Street Cleaning or Residential parking bans.
 - (ii) Regularly scheduled special events such as sporting events or community events which may create a need for increased enforcement; and
 - (iii) Provision of vehicle surveys utilizing ALPR vehicles on an as required basis.

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 C7.2, 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) kilometres 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 services;
 - (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. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:
Ryan Arabsky
Managaer of Regulations and Compliance
Telephone No.: 204 391-2827
Email Address: rarabsky@winnipeg.ca
- D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.
- D4.3 Bids Submissions must be submitted to the address in B7.**

D5. CONTRACTOR'S SITE COORDINATOR/SUPERVISOR

- D5.1 Further to C6.19, the Contractor shall employ a competent Site coordinator and assistants, if necessary, acceptable to the Contract Administrator. The Site Coordinator shall represent the Contractor on the Site. The Site Coordinator shall not be replaced without the prior consent of the Contract Administrator unless the Site Coordinator proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.
- D5.2 Before commencement of Work, the Contractor shall identify his/her designated Site Coordinator and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's Site Coordinator and such instructions or orders shall be deemed to have been given to the Contractor.

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

D7. NOTICES

- D7.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer.

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

- D8.1 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.

D9. INSURANCE

- D9.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;

- (b) if 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;

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site.

D9.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D9.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D10. PERFORMANCE SECURITY

D10.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D10.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D10.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award and prior to the commencement of any Work on the Site.

CONTROL OF WORK

D11. COMMENCEMENT

D11.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D11.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the insurance specified in D9; and
 - (iv) the performance security specified in D10.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D12. LIQUIDATED DAMAGES

D12.1 If the Contractor fails to achieve the Work of the Contract with respect to staffing shifts as required in accordance with the terms of the Contract, the Contractor shall pay the City two hundred dollars (\$200.00) for each shift not filled.

D12.1.1 Notwithstanding D12.1, 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.

D12.2 The amount specified for liquidated damages in D12.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve the Work of the Contract.

D12.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D13. CHARGEBACKS

D13.1 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.

D13.2 A \$30.00 administrative fee will be added per occurrence of the above.

D14. ORDERS

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

D15. LOCAL OFFICE

D15.1 The Contractor shall maintain and operate an office within the City of Winnipeg – Winnipeg Parking Authority, at a pre-determined monthly lease rate of \$1667.00 with a 2% annual increase.

D15.2 The office should be open during normal Business Hours, where inquiries related to the administration of the Contract may be directed.

D15.3 Monthly lease rate shall invoiced and due monthly.

D16. RECORDS

D16.1 The Contractor shall keep detailed records of the services supplied under the Contract.

- D16.2 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.
- D16.3 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

D17. INVOICES

- D17.1 Further to C11, 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
Email: CityWpgAP@winnipeg.ca

- D17.2 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.
- D17.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D17.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B7.**

D18. PAYMENT

- D18.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D18.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D19. WARRANTY

- D19.1 Notwithstanding C12, Warranty does not apply to this Contract.

FORM H1: PERFORMANCE BOND
(See D10)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____.)

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

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

RFP NO. 342-2018

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

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

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

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

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

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

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

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D10)

(Date)

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

RE: PERFORMANCE SECURITY – RFP NO. 342-2018

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.

Partial drawings are permitted.

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

(Address)

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

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

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

(Date)

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

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

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

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- 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.
- E2.1.1 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.
- E2.1.2 No additional fee or shift premium shall be added to the hourly rate for Work performed outside of normal Business Hours.
- E2.2 A sample schedule of shifts is provided as Appendix_A_Sample_Schedule for the convenience of the Bidder only. This schedule indicates shifts that may be required and is subject to change.
- E2.3 Item No. 1 – Site Coordinator shall be the hourly rate to be paid for the Site Coordinator position. The job functions of the Site Coordinator position are as follows, but not limited to:
- (a) prepare 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);
 - (b) supervises the day to day operation of the parking enforcement to ensure productivity level and established metrics are achieved and maintained (daily);
 - (c) ensure staffing levels of all contracted positions are filled to the levels required under the Contract (daily);
 - (d) oversee and provide training and education (coaching) to all compliance officers (daily);
 - (e) submit accurate and timely pay sheets and request for overtime and vacation pay (weekly);
 - (f) maintain accurate and up to date personnel records (daily);
 - (g) maintain driver license/training course schedule (as required);
 - (h) coordinate vehicle deployment, maintenance and inspections (weekly);
 - (i) process accident reports (as required);
 - (j) prepare and distribute Lifting of Restriction (LOR) and Selective Enforcement (SER) requests (daily);
 - (k) record and distribute street work, special event and filming permits (as required);
 - (l) prepare Policy and Procedure Directives and Instructions (as required);
 - (m) ensure communication and implementation of all Policy and Procedure Directives and Instructions to all Compliance Officers and Dispatch Communications Centre Officers (daily);
 - (n) coordinate with Dispatch Communications Centre to prepare and maintain various logs including e-logs, radio checks, towed vehicles, complaint logs, lifting of restrictions and selective enforcement requests (daily);
 - (o) provide leadership, coaching and control to all Compliance Supervisors, Officers and Dispatch personnel (daily);

- (p) create/review patrol routes, districts and policies and procedures for compliance activities to meet the requirements of the contract (as required);
- (q) report suspected abandoned, stolen and uninsured vehicles to Winnipeg Police Services (as required);
- (r) provide guidance to urban and mobile patrol members in unusual situations (as required);
- (s) conduct complaint investigations (as required);
- (t) respond to special enquiries, service requests and any escalation requests (as required);
- (u) review and respond to beat audits reports, tow reports, vehicle reports, GPS reports, ALPR reports, Officer productivity reports (weekly);
- (v) review and respond to Officer error/void analysis and other reporting (weekly);
- (w) ensure all Compliance Officers and Dispatch Communications Centre Officers correctly use all equipment as required under the contract (daily);
- (x) maintain accurate incident reports, disciplinary records (daily);
- (y) ensure any disciplinary process and/or requirements are completed as per the requirements of the Contract (as required);
- (z) performs ongoing feedback for supervisors and communication staff, related to the performance metrics required under the Contract (monthly and semi-annual);
- (aa) identifies and implements training requirements for supervisors, officers and communication staff (ongoing); and
- (bb) other duties as required of the position.

- E2.4 Item No. 2 – 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 a thorough knowledge of all parking regulations, by-laws and procedures;
 - (b) mark attendance and re-assign personnel as required to ensure each shift is filled. Calling replacement Officers as necessary to ensure full shifts (daily);
 - (c) provides ongoing formal performance feedback and coaching for Officers, related to the performance metrics required under the Contract (monthly and semi-annually);
 - (d) coordinate and audit the balanced scorecards for officers (daily);
 - (e) bring forward recommendations and concerns to Site Coordinator for department training and direction (daily);
 - (f) develop and submit to Site Coordinator a monthly shadow schedule for all Mobile officers, including those on overnight or weekend shifts (monthly);
 - (g) identifies and implements training requirements for officers;
 - (h) oversee coordination between Urban Patrol weekend officers and Supervisors to ensure proper training and direction is provided (weekly);
 - (i) plan, coordinate and report on school patrols throughout the year;
 - (j) provide on street supervision for walking beat and mobile patrol members (daily);
 - (k) request and analyze Geotab reports for all officers and recommend action (daily);
 - (l) ensure a high standard of customer service and respect with every citizen interaction (daily);
 - (m) review all penalty notices written during the shift for accuracy and compliance with by-laws and procedures and record voided Penalty notices (daily);
 - (n) review officer photos and penalty notices for quality assurance (daily);
 - (o) assist Officer in completing accidents reports (as required);
 - (p) assist Officer in completing WCB forms (as required);
 - (q) review tow reports for accuracy (daily);

- (r) investigate citizen complaints and follow up with Officers (as required);
- (s) random review of prior shifts GPS (daily);
- (t) review of officer Ticket counts (daily);
- (u) complete supervisor shift report (daily);
- (v) respond to beat audit reports (daily);
- (w) respond to officer location report (daily);
- (x) electronically log and review with Officers the error/void report (weekly);
- (y) electronically log and review with Officers the driver report (weekly);
- (z) provide overall direction, including coaching and discipline from driver report (daily);
- (aa) issue and log electronically disciplinary forms to officers (as required);
- (bb) support patrols as required with additional mobile coverage (daily);
- (cc) respond to all incidents involving Officers and/or vehicles (as required);
- (dd) complete and electronically log incident reports (daily);
- (ee) complete and electronically log accident reports (as required);
- (ff) reviewing and briefing all changes to policy to Officers (daily);
- (gg) perform a periodic review of selective enforcement results and recommend changes to frequency and timing of visit, if necessary (as required);
- (hh) reviewing, updating, distribution and ensuring Officers accurately update LOR/SER list (daily);
- (ii) conduct vehicle audits and produce detailed condition reports (weekly);
- (jj) ensure vehicle assigned is fuelled and in good working order, report any mechanical problems on pre and post vehicle inspection report (daily);
- (kk) complete pre and post vehicle inspection report (daily);
- (ll) ensure a high standard of dress and deportment of the walking beat and mobile personnel (daily);
- (mm) clean and pressed uniforms worn (daily);
- (nn) maintain up to date records of all forms, lifting of restrictions, selective enforcement, street works, special events and filming permits (daily);
- (oo) coordinate/assist with equipment issue, ensure sufficient materials are available for each shift to complete their duties (daily);
- (pp) ensure all radio batteries are fully charged and when necessary taken in to repair (daily);
- (qq) respond to, and deal with public inquiries concerning parking regulations and complaints received and dispatch members (as required);
- (rr) maintain accurate parkade patrol log, stolen vehicle report, parking complaint log, missing sign report and other similar reports (as required);
- (ss) periodically check work orders from City of Winnipeg Public Works and Operations Department to determine date of completion by onsite inspection (as required);
- (tt) record and report daily statistics (daily);
- (uu) mentor other Supervisors (as required);
- (vv) assist Site Coordinator as backup
- (ww) clean and pressed uniforms shall be worn (daily);
- (xx) other duties as required of the position.

E2.5 Item No. 3 – 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) mark attendance and re-assign personnel as required to ensure each shift is filled. Calling replacement Officers as necessary to ensure full shifts (daily);
- (c) performs ongoing formal performance feedback and coaching for Officers, related to the performance metrics required under the Contract (monthly and semi-annually);
- (d) identifies and implements training requirements for officers (as required);
- (e) provide on street supervision for walking beat and mobile patrol members (daily);
- (f) ensure a high standard of customer service and respect with every citizen interaction (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 officer photos and Penalty notices for quality assurance (daily);
- (i) assist officer in completing accidents reports (as required);
- (j) assist officer in completing WCB forms (as required);
- (k) review tow reports for accuracy (daily);
- (l) investigate citizen complaints and follow up with Officers (as required);
- (m) daily random review of prior shifts GPS (daily);
- (n) daily review of Officer Ticket counts (daily);
- (o) complete supervisor shift report (daily);
- (p) respond to beat audit reports (daily);
- (q) respond to Officer location report (daily);
- (r) electronically log and review with Officers the error/void report (weekly);
- (s) electronically log and review with Officers the driver report (weekly);
- (t) issue and log electronically disciplinary forms to Officers (as required);
- (u) support patrols as required with additional mobile coverage (daily);
- (v) respond to all incidents involving Officers and/or vehicles (as required);
- (w) complete and electronically log incident reports (daily);
- (x) complete and electronically log accident reports (as required);
- (y) reviewing and briefing all changes to policy to the Officers (daily);
- (z) reviewing, updating, distribution and ensuring officers accurately update LOR/SER list (daily);
- (aa) conduct vehicle audits, weekly;
- (bb) ensure vehicle assigned is fuelled and in good working order, report any mechanical problems on pre and post vehicle inspection report (daily);
- (cc) complete pre and post vehicle inspection report (each shift);
- (dd) ensure a high standard of dress and deportment of the walking beat and mobile personnel (daily);
- (ee) clean and pressed uniforms shall be worn (daily);
- (ff) maintain up to date records of all forms, lifting of restrictions, selective enforcement, street works, special events and filming permits (daily);
- (gg) coordinate/assist with equipment issue, ensure sufficient materials are available for each shift to complete their duties (daily);
- (hh) ensure all radio batteries are fully charged and when necessary taken in to repair (daily);

- (ii) respond to public inquiries concerning parking regulations and complaints received and dispatch members to deal with same (as required);
- (jj) maintain accurate parkade patrol log, stolen vehicle report, parking complaint log, missing sign report and other such reports (as required);
- (kk) periodically check work orders from City of Winnipeg Works and Operations Department to determine date of completion by onsite inspection (as required);
- (ll) other duties as required of the position.

E2.6 Item No. 4 – 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;
- (b) mark attendance and re-assign personnel as required to ensure each shift is filled. Calling replacement officers as required ensuring full shifts, daily;
- (c) provide on street supervision for walking beat and mobile patrol members, daily;
- (d) review all Penalty notices written during the shift for accuracy and compliance with by-laws and procedures and record voided Penalty notices, daily;
- (e) review officer photos and Penalty notices for quality assurance, daily;
- (f) assist Officer in completing accidents reports, as required;
- (g) assist Officer in completing WCB forms, as required;
- (h) review tow reports for accuracy, daily;
- (i) investigate citizen complaints, as required;
- (j) daily random review of prior shifts GPS, daily;
- (k) daily review of officer penalty notice counts, daily;
- (l) complete shift report, daily;
- (m) respond to beat audit reports, daily;
- (n) respond to officer location report, daily;
- (o) review with officers the error/void report, weekly;
- (p) issue disciplinary forms to officers, as required;
- (q) respond to all incidents involving officers and/or vehicles, as required;
- (r) complete incident reports, daily;
- (s) reviewing and briefing all changes to policy to the officers, daily;
- (t) reviewing, updating, distribution and ensuring officers accurately update selective enforcement lists, daily;
- (u) ensure a high standard of customer service and respect with every citizen interaction;
- (v) ensure a high standard of dress and deportment of the walking beat and mobile personnel, daily;
- (w) clean and pressed uniforms worn.
- (x) maintain up to date records of all forms, lifting of restrictions, selective enforcement, street works, special events and filming permits, daily;
- (y) coordinate/assist with equipment issue, ensure sufficient materials are available for each shift to complete their duties, daily;
- (z) ensure all radio batteries are fully charged and when necessary taken in to repair, daily;
- (aa) respond to public inquiries concerning parking regulations and complaints received and dispatch members to deal with same, as required;;
- (bb) record and report daily statistics;

- (cc) perform ongoing monthly and annual formal performance feedback for officers staff, related to the performance metrics required under the Contract;
- (dd) identifies and implements training requirements for officers; and
- (ee) other duties as required of the position.

E2.7 Item No. 5 – 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 and conduct regular radio checks with patrol units (daily);
- (b) keep a radio log of reports of abandoned vehicles, complaint calls assigned to patrols and any other questionable issues arising from radio communications (daily);
- (c) maintain up to date knowledge on any lifting of restrictions, selective enforcement requests, street works, special events, filming permits, signage changes (temporary or permanent) and other matters effecting the parking regulations in the assigned areas (daily);
- (d) maintain a client contact log respecting complaints and the results of a patrol visit (daily);
- (e) assign complaints for investigation, keeping records of time dispatched and results of investigation (daily);
- (f) maintain a log of all incidents referred to the Winnipeg Police Service (as required);
- (g) maintain a log of all calls received from the intercom at the parkades (as required);
- (h) monitor security cameras for parkades/lots and WPA office and assign patrols to investigate suspicious activity (daily);
- (i) review daily activity reports from the mobile units and ensure senior staff advised of any incidents not considered routine in nature (daily);
- (j) prepare and maintain information by patrol beat for any special activity in the area and specific instructions for same (daily);
- (k) maintain radio service and use records (daily)
- (l) maintain records on equipment issued and signed for by patrol staff (daily);
- (m) ensure a high standard of customer service and respect with every citizen interaction (daily);
- (n) other duties as required of the position.

E2.8 Item No. 6 – Technical Lead shall be the hourly rate to be paid for the Technical Lead position. The job functions of the Technical Lead position are as follows, but not limited to:

- (a) have thorough knowledge of all parking regulations, by-laws and procedures;
- (b) provides training to new hires as outlined in WPA training manuals
- (c) administers evaluation documents to new hires
- (d) provides WPA with a briefing of each new hires results
- (e) ensure a high standard of customer service and respect with every citizen, WPA staff member interaction;
- (f) ensure a high standard of dress and deportment;
- (g) maintain accurate and detailed distribution lists;
- (h) provide first level support for the Compliance technology;
- (i) complete periodic inventory and status of all Compliance user-level technology, including make, model, serial #'s, o/s of all wireless equipment, handhelds, smartphones, printers, radios cameras batteries, laptops (ALPR), with a minimum of full quarterly technology inventory and status audits, yearly full equipment audits, and random isolated audits;

- (j) requests, monitors and reports status of overall Compliance staff technology performance and repairs to faulty equipment to Site Coordinator;
- (k) provide technology plan in preparation for any special event request;
- (l) provide first point of contact for new technology implementation (or changes to existing technology) to Compliance workforce;
- (m) provide onsite support for all Enforcement/Compliance related hardware including cameras and radios including coordinating and tracking of repairs
- (n) provide basic support to the ALPR vehicle equipment and system;
- (o) provide onsite communication and coordination of E-log application changes;
- (p) support the existing technology repository for electronic data (Penalty notices, photos) according to WPA/BTS processes;
- (q) promptly report any abuse and/or required escalations to WPA Technical Assistant and Site Coordinator;
- (r) leverage the use of GeoTab GPS Solutions, driver FOB's, Integration to increase productivity for the Officer staff;
- (s) provide GeoTab GPS Solutions, expertise to support Supervisors and Communication staff as required;
- (t) leverage the use of Geotab functions to increase productivity for the Compliance staff;
- (u) provide a centralized focus and leverage all technology tools available to the Compliance staff;
- (v) provide training/operational documentation for new technology and assist in training as required;
- (w) create and update enforcement and patrol records as requested by Site Coordinator Senior Supervisor role;
- (x) in conjunction with WPA Quality Assurance team, identifies, creates, updates, and implements training requirements and materials for Compliance Officer Shift Supervisors, the Compliance Officer Urban Patrol Supervisor, and Communication Centre Operator Dispatcher;
- (y) develop a training strategy for Supervisors and Communication staff;
- (z) design and create operational documents related to the policies and procedures of the use, deployment, maintenance and support of the Agency's specialized operational technology;
- (aa) provide input into the weekly, monthly and semi-annual formal performance feedback for Supervisors and Communication Staff, related to technology usage;
- (bb) design customized reports/scorecards to support the operational and reporting requirements of the Agency's specialized operational technology;
- (cc) other duties as required of the position.

E2.9 Item No. 7 – 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) patrol assigned routes and surface lots, issue citations to illegally parked cars and rotating through all mobile, walking beat or bike enforcement areas (daily);
- (c) maintain up to date knowledge on any lifting of restrictions, selective enforcement requests, street works, special events, filming permits, signage changes (temporary or permanent) and other matters effecting the parking regulations in the assigned areas (daily);

- (d) keep office informed of any unusual events that may affect their operation. This is to include by not limited to possible or probable stolen, abandoned or uninsured vehicles (daily);
- (e) complete and submit all incidents in a report (daily);
- (f) ensure vehicle assigned is fuelled and in good working order, report any mechanical problems on pre and post vehicle inspection report, daily;
- (g) complete pre and post vehicle inspection report, every shift;
- (h) ensure the quality and accuracy of photos and Penalty Notice meet quality assurance standards, daily;
- (i) review driver reports, ensuring compliance with all reporting requirements (weekly);
- (j) review surface lot and patrol coverage reports, ensuring compliance with all reporting requirements (weekly);
- (k) review Officer error report, ensuring compliance with all reporting requirements (monthly);
- (l) maintain up to date records of all forms, lifting of restrictions, selective enforcement, street works, special events and filming permits (daily);
- (m) complete accident reports (as required);
- (n) review, understand and effectively apply all changes to policy and SOP's (as required);
- (o) ensure a high standard of dress and deportment, clean and pressed uniforms shall be worn (daily);
- (p) ensure a high standard of customer service and respect with every citizen interaction (daily);
- (q) attend traffic court to give evidence regarding a PON you have issued. Record the offence number and the results of the trial on your subpoena (as required);
- (r) ensure all issued equipment is charged and in proper working order prior to each shift, 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.

E2.10 Item No. 8 – Inspector – Vehicles for Hire 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 Vehicle for Hire by-laws and procedures in accordance with the policies of the Winnipeg Parking Authority and the City of Winnipeg;
- (b) able to work with a high level of independence and proficient in conflict resolution;
- (c) knowledge of mechanical and taxi features as prescribed in the associated bylaws and acts;
- (d) 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;
- (e) review all Penalty notices written during the shift for accuracy and compliance with by-laws and procedures and record voided Penalty notices;
- (f) investigate citizen complaints and follow up with officers, as required;
- (g) gather and present evidence to screening officers, adjudicators and provincial court;
- (h) random review of prior shifts GPS (daily);
- (i) respond to all incidents involving Vehicles for Hire including video/audio downloads based on complaint criteria;

- (j) complete and electronically log incident reports (daily);
- (k) complete and electronically log accident reports (as required);
- (l) patrol assigned routes, issue citations to vehicles and individuals not in compliance with the Vehicle for Hire by-law and provisions contained within (daily);
- (m) monitor taxi operations to ensure compliance of the bylaw (daily);
- (n) keep the office informed of any unusual events that may affect their operation (daily);
- (o) complete and submit all incidents in a report, daily, process all forms such as Vehicle for Hire inspection reports, incident reports, statement forms, re-inspection reports and inspector month end summary report;
- (p) ensure assigned vehicle is fuelled and in good working order, report any mechanical problems on pre and post vehicle inspection report (daily);
- (q) complete pre and post vehicle inspection report (every shift);
- (r) required to possess a Class 5 Drivers License;
- (s) ensure the quality and accuracy of photos and Penalty Notice to meet quality assurance standards (daily);
- (t) maintain up to date records of all forms;
- (u) complete accident reports (as required);
- (v) serve documents and penalty notices (as required);
- (w) review, understand and effectively apply all changes to policy and SOP's (as required);
- (x) ensure a high standard of dress and deportment, clean and pressed uniforms shall be worn (daily);
- (y) ensure all issued equipment is charged and in proper working order prior to each shift;
- (z) ensure sufficient materials are available for each shift to complete your duties;
- (aa) record and report daily statistics;
- (bb) respond to all dispatched patrol requests (daily); and
- (cc) other duties as required of the position.

E2.11 Item No. 9 – ALPR Street Study shall be:

- (a) for the purpose of determining load studies and vehicle turnover at specified locations, on pre-determined routes on streets and areas throughout the City of Winnipeg; and
- (b) To be performed on an “as required basis”.

E2.12 Item No. 10 – Training (Parking and Vehicles for Hire) shall be the hourly rate to be paid for training:

- (a) as outlined in, and consistent with E6.5.

E2.13 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:

- (a) snow route enforcement, residential parking bans and special events.

E2.13.1 Surge Hours will be on an “as required” basis as determined by the Contract Administrator.

E2.13.2 Requests by the Contract Administrator to the Contractor for the scheduling of Surge Hours may be requested at any time.

- (a) For requests by the Contract Administrator giving more than 24 hours notice that a shift or shifts are required, the Contractor shall fill those shifts. If the shifts are not filled, the Contractor may be assessed Liquidated Damages in accordance with D12.
- (b) 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.

- E2.14 Item No. 12 – Shift Supervisor Stat Hours shall be the hourly rate to be paid for the Shift Supervisor position identified in E2.5 Item No. 3 for hours worked on 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) Thanksgiving Day (second Monday in October);
 - (j) Remembrance Day (November 11);
 - (k) Christmas Day (December 25; and
 - (l) Boxing Day (December 26).
- E2.15 Item No. 13 – Senior Inspector – Vehicles for Hire 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) be the point of contact for VFH enforcement coordinator;
 - (c) make enforcement decisions/clarifications – minor decisions within policy/procedure (otherwise with coordinator approval);
 - (d) provide VFH enforcement feedback and recommendations;
 - (e) be responsible for the training new staff, and provide policy/procedure revision updates for existing staff;
 - (f) identifying and implements training requirements for inspectors;
 - (g) perform officer scheduling;
 - (h) perform ongoing monthly and semi-annual formal performance feedback and coaching for officers, related to the performance metrics required under the Contract;
 - (i) log attendance and re-assign personnel as required to ensure each shift required of the Contract is filled. This shall include calling replacement officers as required ensuring full shift coverage;
 - (j) coordinate and audit the balanced scorecards for inspectors;
 - (k) develop a monthly shadow schedule for all inspectors;
 - (l) request and analyze Geotab reports for all officers and recommend action;
 - (m) ensure a high standard of customer service and respect with every citizen interaction;
 - (n) review all Penalty notices written during the shift for accuracy and compliance with by-laws and procedures and record voided Penalty notices;
 - (o) review officer photos and Penalty notices 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 inspectors (as required);
 - (s) perform random review of prior shifts GPS (daily);

- (t) perform review of officer Penalty notices;
 - (u) complete supervisor shift report (daily);
 - (v) respond to officer location report (daily);
 - (w) electronically log and review with officers the error/void report (weekly);
 - (x) electronically log and review with officers the driver report (weekly);
 - (y) provide overall direction, including coaching and discipline from driver report;
 - (z) issue and log electronically disciplinary forms to officers (as required);
 - (aa) respond to all incidents involving inspectors and/or vehicles, as required;
 - (bb) complete and electronically log incident reports, daily;
 - (cc) complete and electronically log accident reports, as required;
 - (dd) reviewing and briefing all changes to policy to the inspectors, daily;
 - (ee) conduct vehicle audits and produce detailed condition reports, weekly;
 - (ff) ensure their vehicle is fueled and in good working order, report any mechanical problems on pre and post vehicle inspection report, daily;
 - (gg) complete pre and post vehicle inspection report, every shift;
 - (hh) ensure a high standard of dress and deportment of the personnel;
 - (ii) clean and pressed uniforms shall be worn;
 - (jj) coordinate/assist with equipment issue, ensure sufficient materials are available for each shift to complete their duties, daily;
 - (kk) ensure all radio batteries are fully charged and when necessary taken in to repair, daily;
 - (ll) record and report daily statistics;
 - (mm) strong communication skills, both verbal and written;
 - (nn) ability to lead and direct staff;
 - (oo) ability to influence and direct other;
 - (pp) have strong PC skills in Microsoft Office (Word, Excel, Outlook, iPhone);
 - (qq) be skilled in the standards, concepts, practices, and procedures within the taxi enforcement industry;
 - (rr) have the ability to lead and direct teams and/or committees;
 - (ss) have the ability to work at all levels within an organization and the ability to work in a diverse work group;
 - (tt) have demonstrated strong interpersonal skills; and
 - (uu) must maintain a professional appearance.
- E2.16 Item No. 14 – Enforcement Officer Stat Hours shall be the hourly rate to be paid for the Enforcement Officer position identified in E2.9 Item No. 7 for hours worked on a statutory holiday. Statutory holiday days shall include:
- (a) Dates identified in E2.14(a) through E2.14(l).
- E2.17 Item No. 15 – Dispatch Communication Stat Hours shall be the hourly rate to be paid for the Dispatch Communication position identified in E2.7 Item No. 5 for hours worked on a statutory holiday. Statutory holiday days shall include:
- (a) Dates identified in E2.14(a) through E2.14(l).
- E2.18 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 E2.10 Item No. 8 for hours worked on a statutory holiday. Statutory holiday days shall include:
- (a) Dates identified in E2.14(a) through E2.14(l).

ADDITIONAL INFORMATION

E3. SERVICES

- E3.1 The Contractor shall provide the City of Winnipeg Parking Authority with trained and qualified personnel, 24/7 to perform a variety of functions in accordance with the requirements hereinafter specified included but not limited to:
- (a) municipal by-law enforcement;
 - (b) communications, monitoring and dispatch services; and
 - (c) supervisory duties.
- E3.2 The Contractor shall assume all liability for the performance of his 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.
- E3.3 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;
 - (h) cleaning over and above normal wear and tear as determined by the Contract Administrator;
 - (i) photo enforcement offences which include, but are not limited to:
 - (i) photo radar; and
 - (ii) red light camera tickets.
 - (j) damage directly resulting from improper operation of Winnipeg Parking Authority equipment, including bikes and vehicles;
 - (k) temporary replacement of vehicles;
 - (l) incorrect use of other equipment;
 - (m) 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.
 - (n) overall job performance.
- E3.4 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, Special event zones, surface lots 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 times 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 an acceptable format to the Contract Administrator;
 - (ii) vehicle status, including driver performance issues;
 - (iii) training activities and requirements;
 - (iv) non-routine activities such as traffic studies or special events;
 - (v) other information that may be required by the Contract Administrator.
- (g) adherence to Standard Operating Procedures outlined by and based on guidelines provided by the Contract Administrator.
- (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.

E3.5 The Contractor's performance shall be subject to independent audit and shall be based on the terms of the Contract.

E4. EMPLOYEE BEHAVIOUR AND SUPERVISION

E4.1 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 E5.2(a) and E5.2(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) obey all posted speed limits and safety rules; and
- (f) keep the Site secure from entry by unauthorized persons.

E4.2 The Contractor and his 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 his employees shall be allowed on City owned property.

E5. MATERIALS AND RESOURCES

- E5.1 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 and bikes for the use of the Contractor employees to perform the Work of the Contract for the duration of the Contract.
- E5.1.1 Where the Contractor's employee ceases to be employed on the Site, whether temporarily or permanently, all City supplied equipment shall be returned within 15 Calendar Days or the full replacement cost will be charged back to the Contractor.
- E5.2 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.
 - (c) all office and operational supplies, note books and equipment for performance of the Work.
- E5.3 Further to D15 the Contractor is advised that the City will provide office space for the on-site Compliance Site Coordinator when required, on an occasional basis, and as can be arranged with the Contract Administrator, for the Contractor's senior staff to meet with his employees or City of Winnipeg employees.
- E5.4 Further to D15 the Contractor is advised that the City will provide space for initial on-site training of new officers but that the provision of such space is subject to operational requirements of the Winnipeg Parking Authority.
- E5.5 Further to D15 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.
- E5.6 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.

E6. HIRING, TRAINING AND STANDARDS OF EMPLOYEMENT

- E6.1 All personnel deployed to the Site shall have obtained a basic 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) use of parking facility management systems;
 - (c) excellent dress, public relations, interpersonal, written and verbal communications skills, including fluency in one or both official languages;
 - (d) demonstrated decisiveness, good judgement and ability to assess and address emergent situations quickly; and
 - (e) 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.).
- E6.2 All personnel 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.
- E6.3 All personnel 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 drivers abstract this may be subject to review by the Contract Administrator.
- E6.4 All personnel 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 on-site records for each employee, shall maintain a copy of an agreement to same by each employee.
- E6.5 The Contractor shall provide up to four (4) on-site training shifts for each trainee in each new role. 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 90 days of employment on site
 - (c) 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.
- E6.6 All 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;

- (c) procedures, first aid, CPR and WHMIS; and
- (d) new enforcement guidelines and technologies.

- E6.7 Where an 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.
- E6.8 Suitability and deployment of staff to the Site is the responsibility of the Contractor. Terms and Conditions of employment are the responsibility of the Contractor.
- E6.9 The Contractor shall perform due diligence and exercise effective staff selection, supervision and management to ensure all personnel deployed to the Site remain suitable.
- E6.10 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.
- E6.11 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.
- E6.12 All personnel 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.
- E6.13 Overall performance of the Contractor and individuals deployed to the Site will be assessed and reported to the Contract Administrator on a semi-annual basis.
- E6.14 Where an employee 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 employee returns to work at which point it shall be reinstated or the employee formally ceases work on the Site at which point the authority shall be deemed to be withdrawn.

E7. SPECIALIZED TRAINING AND RESOURCES

- E7.1 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.
- E7.2 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 employee per month.

E8. ADJUSTMENTS

- E8.1 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.
- E8.2 Contract staffing levels, pay/billing rates, position descriptions or individual tasks may be adjusted as necessary upon 15 days written notice by either party and subject to mutual agreement

E9. CONTRACTOR DUTIES AND RESPONSIBILITIES

- E9.1 The Contractor is expected to maintain urban and/or mobile patrol operations citywide in support of parking control, rush hour routes, disabled areas and fire routes, street cleaning, snow removal, special events and response to emergencies and other situations as required in accordance with the Contract or outlined by the Contract Administrator.
- E9.2 The Contractor shall engage and maintain records in tag and towing procedures in accordance with the Contractor's Standing Operating Procedures as approved by the Contract Administrator.
- E9.3 The Contractor shall provide patrols and walk-through if Winnipeg Parking Authority facilities as required or on an as required basis.
- E9.4 The Contractor's staff shall be diligent and shall take action and maintain records to ensure the safety and security of customers at Winnipeg Parking Authority facilities and services as directed by the Contract Administrator.

E10. CONTINUANCE OF SERVICE

- E10.1 The Contractor shall, should they not be the successful Bidder on a subsequent bid opportunity 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 months.
 - E10.1.1 The City of Winnipeg shall pay the existing monthly service rate should this be necessary.

E11. APPENDICES

- E11.1 Appendix_A_Sample_Schedule

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 his/her place of residence; or
 - (b) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>.
- 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 Contract, 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.