



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 342-2012

PROVISION OF PARKING ENFORCEMENT AND COMMUNICATION SERVICES

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF PARKING ENFORCEMENT AND COMMUNICATION SERVICES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 21, 2012.

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

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

B3. BIDDERS' CONFERENCE

B3.1 The Contract Administrator will hold a Bidders' conference at 185 King Street from 9:00 a.m. to 11:30 a.m. on August 9, 2012.

B3.2 The Bidder is advised that, at the Bidders' conference, any questions Bidders may have regarding the RFP will be answered

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

B4. ENQUIRIES

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

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

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

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

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

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

B5. CONFIDENTIALITY

B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

B6.1 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.

B6.2 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.

B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B6.2.2 The Bidder 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.

B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B7. SUBSTITUTES

B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 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.

B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.

B7.5 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.

- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B7.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder 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 B19.
- B7.9 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.
- B7.10 Notwithstanding B7.2 to B7.9 and in accordance with B8.5, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B19.1(a).

B8. PROPOSAL SUBMISSION

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices;
 - (a) Operating Plan;
 - (b) Industry Experience of Key Personnel.
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Proposal shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B8.3.1 Bidders should submit one(1) unbound original (marked “original”) and three(3) copies.
- B8.4 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Proposal document, including the General Conditions, will be evaluated in accordance with B19.1(a).
- B8.6 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B8.6.1 Samples or other components of the Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B8.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.8 Proposals shall be submitted to:
- The City of Winnipeg
Corporate Finance Department

Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B9. PROPOSAL

B9.1 The Bidder shall complete Form A: Proposal, making all required entries.

B9.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.

B9.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his/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.

B9.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B9.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal and the Contract, when awarded, shall be both joint and several.

B10. PRICES

B10.1 The Bidder shall state a price in Canadian funds for each item of the Work for each year identified on Form B: Prices.

B10.1.1 Notwithstanding C11.1.1, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B10.2 The City shall not pay overtime for the shift hours as defined in the Specifications of this Work.

B10.2.1 Should the City deviate/change the shift hours in short/unreasonable times (less than twenty-four (24) hours' notice is given by the City), that result in an overtime situation under the Employment Standard Code of Manitoba, the City shall pay overtime based on the rates specified on the Form B: Prices.

- B10.3** Statutory and Civic Holiday rates, unless otherwise identified by the Bidder, shall only apply when the Work is scheduled on the following holidays. This list is conditional to any changes in Federal and Provincial Legislation.
- (a) New Year's Day;
 - (b) Louis Riel Day;
 - (c) Good Friday;
 - (d) Victoria Day;
 - (e) Canada Day;
 - (f) Civic Holiday (August);
 - (g) Labour Day;
 - (h) Thanksgiving Day;
 - (i) Remembrance Day;
 - (j) Christmas Day;
 - (k) Boxing Day;
 - (l) Easter Monday
- B10.4** The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B10.5** The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.6** Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. QUALIFICATION

- B11.1** The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
 - (b) be financially capable of carrying out the terms of the Contract; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B11.2** The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B11.3** The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and

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

B11.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B11.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B12. OPERATING PLAN

B12.1 The operating plan shall indicate how the Bidder will meet the requirements of the Contract, paying close attention to the Enforcement and Communications Activities outlined in D3 and E2 providing, but not limited to, the following information:

- (a) Provision of Parking Enforcement Services;
 - (i) meeting required staffing and activity levels as outlined in Part E;
 - (ii) providing staffing to meet required patrol coverage of Winnipeg Parking Authority administered parking lots without reduction in overall patrol coverage; and
 - (iii) a staffing plan for the provision of seasonal staffing surges, sometimes with minimal notice time of the requirement.
- (b) Provision of Communication and Dispatch Services;
 - (i) meeting required staffing and activity levels as outlined in Part E;
 - (ii) Proactive monitoring of deployed compliance officers and other City of Winnipeg assets as required;
 - (iii) monitoring of security cameras covering WPA facilities; and
 - (iv) response to requests for service from outside sources.
- (c) a summary of the Bidder's experience with, and references for, similar work;
- (d) a summary of the size and capacity of the Bidder to carry out the specified level of work; which includes, but is not limited to:
 - (i) a breakdown of the wages that will be paid for each of the specified positions;
 - (ii) an attendance management policy;
 - (iii) policies relating to progressive discipline for employee violations of either the Bidder's or the City's operational standards;
 - (iv) the human resources policies to address employee turnover including, but not limited to, a recruitment strategy and merit based retention program;
 - (v) a summary of the procedure for reviewing vehicle accidents to determine whether or not the Bidder's employees are at fault;
 - (vi) the Bidder's plans for the provision of critical incident counselling should the need arise; and
 - (vii) a summary of any succession plans and training programs provided to personnel assigned or promoted to supervisory positions.

B13. INDUSTRY EXPERIENCE OF KEY PERSONNEL

B13.1 The Bidder shall submit a summary of industry experience of key personnel associated with the Contract, particularly for the personnel assigned to the following positions:

- (a) Compliance Site Coordinator;
- (b) Shift and Urban Patrol Supervisors;
- (c) Communications Staff; and
- (d) The Bidder's primary managerial point of contact for the Contract.

B13.2 Where appropriate, Bidders are encouraged to include industry experience of key personnel of Subcontractors.

B14. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B14.1 Proposals will not be opened publicly.

B14.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B14.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B14.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B15. IRREVOCABLE OFFER

B15.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B15.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B16. WITHDRAWAL OF OFFERS

B16.1 A Bidder may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B16.1.1 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.

B16.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B16.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B16.1.3(b), declare the Proposal withdrawn.

B16.2 A Bidder who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B15.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B17. INTERVIEWS

B17.1 The Contract Administrator may, in his/her sole discretion, interview Bidders during the evaluation process.

B18. NEGOTIATIONS

B18.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B18.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

B18.3 If, in the course of negotiations pursuant to B18.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Bidder from the Proposal as originally submitted.

B19. EVALUATION OF PROPOSALS

B19.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11: (pass/fail);
- (c) Total Bid Price 50%;
- (d) Operating Plan 45%;
- (e) Industry Experience of Key Personnel 5%;
- (f) economic analysis of any approved alternative pursuant to B7.

B19.2 Further to B19.1(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.

B19.3 Further to B19.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his/her Proposal or in other information required to be submitted, that he/she is responsible and qualified.

B19.4 Further to B19.1(c), the Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B19.5 Further to B19.1(c), the Operating Plan will be evaluated considering the information submitted, and its likelihood of supporting continuous successful performance of the Work of the Contract;

B19.5.1 Further to B19.4, if, in the sole opinion of the City, the Operating Plan does not achieve a score of twenty-three (23) points, it may be determined to fail and not be further evaluated.

- B19.5.2 Further to B19.4, if, in the sole opinion of the City, the Operating Plan does not contain an attendance management policy, B19.1(c), it may be determined to fail and not be further evaluated.
- B19.6 Further to B19.1(e), the Industry Experience of Key Personnel will be evaluated considering the information submitted and the amount of experience of key personnel with Work of similar nature, scope and value.
- B19.7 This Contract will be awarded as a whole.
- B19.8 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B19.1(a) and B19.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B20. AWARD OF CONTRACT

- B20.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B20.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B20.2.1 Without limiting the generality of B20.2, 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.
- B20.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.
- B20.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B20.4 Notwithstanding C4 and Paragraph 6 of Form A; Proposal, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B20.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.1.2 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 WORK

D2.1 The Work to be done under the Contract shall consist the provision of parking enforcement and communications and dispatch services for the period starting October 1, 2012 until September 30, 2015, with the option of three (3) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) 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 1 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 Work shall be done on an "as required" basis during the term of the Contract.

D2.2.1 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.

D2.2.2 Subject to C7.2, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.3 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of Work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. ENFORCEMENT AND COMMUNICATIONS ACTIVITIES

D3.1 The following are the major components of regular enforcement activities under the contract:

- (a) Provision of urban patrols across 16 distinct patrol areas in the downtown during business hours;
- (b) Provision of mobile patrols across 9 distinct patrol areas throughout the city on a 24/7 basis;
- (c) Regular patrols of WPA administered parking lots;
- (d) Provision of patrol of time restricted streets utilizing Automated Licence Plate Recognition (ALPR) vehicles during business hours Monday through Saturday;
- (e) Provision of vehicle surveys utilizing ALPR vehicles on an as required basis;
- (f) Provision of increased staffing to provide enforcement for the following;
 - (i) Residential parking bans; with increased staffing sustained for 72 hours when bans are called by the Public Works Department – typically 3 times per year; and
 - (ii) Regularly scheduled special events such as sporting events or community events which may create a need for increased enforcement.

D3.2 The following are the major components of communications and dispatch activities under the contract:

- (a) Provision of dispatch services on a 24/7 basis;

- (b) Proactive monitoring of deployed compliance officers and other City of Winnipeg assets as required;
- (c) Monitoring of security cameras for WPA facilities; and
- (d) Timely response to service requests from outside sources, including:
 - (i) WPA senior management;
 - (ii) The City of Winnipeg 311 service; and
 - (iii) Direct requests to the Dispatch centre.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Todd Smyth
Manager Enforcement and Compliance
Winnipeg Parking Authority

Telephone No.: (204) 986-3177

Facsimile No.: (204) 986-5155

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

D5. CONTRACTOR'S SUPERVISOR

D5.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.

D5.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D6. 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 at the following facsimile number:

The City of Winnipeg
Chief Financial Officer

Facsimile No.: 204 949-1174

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. SAFE WORK PLAN

D9.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D9.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D10. INSURANCE

D10.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if required, Automobile Liability Insurance 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;

D10.2 Deductibles shall be borne by the Contractor.

D10.3 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.

D10.4 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.

D10.5 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.

D11. PERFORMANCE SECURITY

- D11.1 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 thousand dollars (\$50,000.00); 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 thousand dollars (\$50,000.00); 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 thousand dollars (\$50,000.00).
- D11.1.1 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.
- D11.2 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.

D12. SECURITY CLEARANCE

- D12.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence.
- D12.2 The Criminal Record Search shall include a Vulnerable Sector Search. This can be obtained by completing and providing the following in person to the Winnipeg Police Service Bureau of Police Records, 4th Floor, 151 Princess Street:
- (a) Form P-612 Check the following boxes: Vulnerable Sector; and Other by inputting the Request for Proposal Number in the space provided. This form can be found on the website at:
www.winnipeg.ca/police/BPR/forms/Criminal_Record_Check_P612.doc
 - (i) Individuals will need to state in Section 2 of the form, that they may be working in City of Winnipeg pools, libraries and community centres;
 - (ii) Individuals will need to sign and date Section 3 of the form.
 - (b) Two (2) pieces of identification as stated in Bureau of Police Records on the website at:
www.winnipeg.ca/police/BPR/id.stm
 - (c) Fee for each individual applying for a Criminal Record Search. Fee schedule can be found on the website at:
www.winnipeg.ca/police/BPR/fees.stm
- D12.2.1 The original Criminal Record Search Certificate (Form P-253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Criminal Record Search Certificate (Form P-253) to the Contract Administrator.
- D12.3 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.

- D12.4 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work.
- D12.5 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- D12.6 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.

CONTROL OF WORK

D13. COMMENCEMENT

- D13.1 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.
- D13.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) the Safe Work Plan specified in D9;
 - (iv) evidence of the insurance specified in D10;
 - (v) the performance security specified in D11;
 - (vi) the security clearances specified in D12;
 - (vii) have all personnel bonded and sworn as special constables in accordance with the provincial regulations prior to the commencement of the Work; and
 - (viii) have all personnel assigned to mobile units, to hold a valid Manitoba driver's license and have completed the Canada Safety Council Defensive Driving Course within the previous three years.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D13.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the notice of award.

D14. LIQUIDATED DAMAGES

- D14.1 If the Contractor fails to achieve the work of the contract with respect to staffing of the shifts as required in accordance with E9, the Contractor shall pay the City one hundred and forty dollars (\$140.00) per hour for each and every working hour that performance has been insufficient.
- D14.2 The amount specified for liquidated damages in D14.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve the Work of the Contract.
- D14.3 The City may reduce the payment to the Contractor by the amount of any liquidated damages.

D15. CHARGEBACKS

- D15.1 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 their employees;

- (b) Damage to City supplied equipment where the damage is as a result of negligence on the part of the Contractor or their employees;
- (c) Damage to public or private property due to negligence of the Contractor or their employee; and
- (d) Refunds of any and all applicable towing charges where the Contractor or their employees ordered a vehicle to be towed when no such order should have been issued.

D15.2 The City may reduce the payment to the Contractor by the amount of any chargebacks.

D16. EMPLOYEE BEHAVIOUR AND SUPERVISION

D16.1 The Contractor shall provide adequate supervision of its employees and shall ensure that all such employees conduct themselves in a manner appropriate to people and shall without limitation ensure that employees:

- (a) behave in a courteous and polite manner (no profanity or excess noise) to City staff, citizens and other personnel;
- (b) wear a suitable uniform kept in a clean and tidy state;
- (c) do not smoke within a City facility or vehicle;
- (d) obey all posted speed limit and safety rules;
- (e) keep the Site secure from entry by unauthorized persons;

D16.2 The Contractor and his employees are prohibited from entering the premises of any location other than to perform the Work of this Contract unless accompanied by City staff. The Contractor or his personnel will not be allowed to operate equipment other than described in this Contract. No one other than the Contractor shall be allowed on the City owned property.

D17. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D17.1 Further to C6.23, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D18. SAFETY

D18.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

D18.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.

D18.3 The Contractor shall do whatever is necessary to ensure that:

- (a) no person, property or right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
- (b) the health and safety of all persons employed in the performance of the Work or other otherwise is not endangered by the method or means of its performance;
- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
- (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
- (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work; and
- (f) fire hazards in or about the Work are eliminated.

D19. LOCAL OFFICE / ORDERS

D19.1 The Contractor(s) shall maintain and operate an office within the City of Winnipeg, open during normal business hours, where inquiries related to the administration of the contract may be directed.

D20. ORDERS

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

D21. RECORDS

D21.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D21.2 The Contractor 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.

D21.3 The Contractor shall provide the Contract Administrator with a copy of the records for each month within fifteen (15) calendar days of the end of that month)

D21.4 The Contractor must be capable of submitting their monthly reports via e-mail in an acceptable electronic format (e.g.: Access, Excel, etc). The Contractor shall also be required to maintain one (1) hard copy of all records and reports on site.

D21.5 The Contractor may propose to allow the Contract Administrator remote access to any electronic system used for monitoring and/or controlling the above noted information.

MEASUREMENT AND PAYMENT

D22. INVOICES

D22.1 Further to C11, the Contractor shall submit an invoice for the Work performed during the previous calendar month.

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

D22.2 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D22.3 Bids Submissions must be submitted to the address in B8.8.

D23. PAYMENT

D23.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D23.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D24. WARRANTY

D24.1 Warranty is as stated in C12.

FORM H1: PERFORMANCE BOND
(See D11)

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. 342-2012

PROVISION OF PARKING 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 D11)

(Date)

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

RE: PERFORMANCE SECURITY – RFP NO. 342-2012

PROVISION OF PARKING 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

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7.

E2. SERVICES

- E2.1 The Contractor shall provide the City of Winnipeg Parking Authority with trained and qualified personnel, 24/7 to perform a variety of the functions in accordance with the requirements hereinafter specified, including but not limited to:
- (a) municipal by-law enforcement;
 - (b) communications, monitoring and dispatch services; and
 - (c) supervisory duties.
- E2.2 The Contractor shall assume all liability for the performance of staff, including but not limited to:
- (a) loss of damage to public or private property due to negligence;
 - (b) non-performance;
 - (c) errors or omissions; and
 - (d) training.
- E2.3 The Contractor shall assume all liability, costs and responsibilities related to:
- (a) employment cost;
 - (b) payroll;
 - (c) training;
 - (d) legislated or company benefits;
 - (e) applicable taxes;
 - (f) correct use of vehicles;
 - (g) photo enforcement offences which include, but are not limited to:
 - (i) photo radar;
 - (ii) red light camera tickets;
 - (h) damage directly resulting from improper operation of Winnipeg Parking Authority equipment, including vehicles;
 - (i) temporary replacement of vehicles;
 - (j) correct use of other equipment;
 - (k) replacement costs of other equipment damaged directly resulting from improper operation including, but not limited to:
 - (i) cameras;
 - (ii) handheld or other computers;
 - (iii) printers;
 - (iv) blackberry devices, iPhones, tablets, etc.;
 - (v) accessory devices for electronic equipment; and
 - (l) overall job performance.

- E2.4 The Contractor shall deploy staff and resources in sufficient numbers and capabilities to achieve minimum results as follows:
- (a) coverage of all metered and timed parking areas in the City, to the satisfaction of the Contract Administrator, to ensure all offenders are ticketed (subject to audit);
 - (b) two and one half (2.5) hour maximum patrol time per patrol route within metered timed parking areas;
 - (c) two (2) hour maximum dispatch and travel time to attend special duties or investigations as may be called in by the public;
 - (d) a 'surge capability' to provide additional patrol officers as required to meet the requirements of parking bans related to snow clearing, street cleaning, special events and other times as required;
 - (e) all reports and logs, in a format acceptable to the Contract Administrator, whether supplied by the Contractor or Contract Administrator, are to be kept up to date while on shift;
 - (f) all occurrences of a non-routine nature documented and escalated to supervisory level and submitted daily, in a format acceptable to the Contract Administrator;
 - (g) provision of a monthly briefing to the Contract Administrator, and other senior WPA staff as required, on the prior month's performance and the status of ongoing operations including, but not limited to:
 - (i) staff performance, as defined by job descriptions;
 - (ii) vehicle status, including driver performance issues;
 - (iii) training activities and requirements;
 - (iv) non-routine activities such as traffic studies or special events;
 - (v) significant incidents (if any);
 - (vi) other such information as may be required by the Contract Administrator.
 - (h) Preparation of Standard Operating Procedures, in a format acceptable to, and based on the guidelines provided by the Contract Administrator.
 - (i) Imaging and documentation for all municipal by-law offence notice occurrences reviewed and verified on the basis of a random sampling on a daily basis including:
 - (i) notification of the Contract Administrator of any non-routine situations identified; and
 - (ii) maintenance of records of the random sampling and results of the reviews.
- E2.5 The Contractor's performance shall be subject to independent audit as per the Contract Administrator's instruction.

E3. MATERIALS AND RESOURCES

- E3.1 The Winnipeg Parking Authority shall provide the following resources required to accomplish related tasks including, but not limited to:
- (a) public parking office and operational facilities necessary for core City functions;
 - (b) computers, 2-way radios, cell phones, imaging, wireless and GPS technologies for City network systems; and
 - (c) vehicles for the Work of the Contract for the period stated in D2.1. If the Contract results in the Work being extended in accordance with D2.1 the negotiations may involve the Contractor supplying some or all of the required vehicles in order to perform the Work of the Contract.
- E3.1.1 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 in accordance with D15.
- E3.2 The Contractor shall provide and maintain all personal resources for all on-site staff including, but not limited to:

- (a) basic non-military uniform and other specialized outerwear for all staff, in a colour and format acceptable to the Contract Administrator, for all seasons;
 - (i) appropriate seasonal uniforms and outerwear shall be issued one month prior to seasonal changes;
- (b) appropriate footwear; and
- (c) office and operation supplies, note books and equipment for performance of the generic work of the group.

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

E3.4 Further to E3.1, the Contractor is advised that the City will provide office space for the on-site Compliance Site Coordinator and where required on an occasional basis, for the Contractor's senior staff to meet with employees.

E3.5 Further to E3.1(a), 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.

E3.6 Further to E3.4, 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.

E3.7 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.

E4. TRAINING AND STANDARDS

E4.1 All personnel deployed to the Site shall have obtained a basic skill level in the following areas:

- (a) use of radios, cell phones, personal data assistants and computers (MS Office Suite, e-mail 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) demonstrated experience executing routine and specialized tasks and procedures in a high accountability and transparency environment (experience with levels of accountability, log books, report writing, summary investigation, etc.).

E4.2 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.

E4.3 All personnel deployed to the Site and assigned to vehicle based patrols shall:

- (a) be in valid possession of 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) demonstrate a familiarity with City of Winnipeg streets as certified by successful completion of an exam demonstrating such familiarity.
- E4.4 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.
 - (a) The Contractor, as part of their on-site records for each employee, shall maintain a copy of an agreement to same by each employee.
- E4.5 The Contractor shall provide three (3) 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 may be assigned to on-street training partnered with an experienced officer for up to 5 shifts.
 - (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 only submit an invoice for the three (3) training shifts for each trainee upon:
 - (i) successful completion of the basic job knowledge exam; and
 - (ii) employment of the officer on the Site for ninety (90) days.
 - (c) Where an employee 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.
- E4.6 All employees assigned to the Site shall demonstrate continuing ability to meet the basic knowledge requirements of the position through completion of regular certification/re-certification training and/or exams as determined through agreement between the Contract Administrator and Contractor, including but not limited to:
 - (a) municipal by-laws;
 - (b) standard operating procedures;
 - (c) first aid, CPR and WHMIS; and
 - (d) new enforcement guidelines or technologies.
- E4.6.1 Where an employee does not successfully complete the required certification/re-certification they will not be eligible for work on the Site until such time as the certification/re-certification is completed.
- E4.7 Suitability and deployment of staff to the Site is the responsibility of the Contractor. Terms and conditions of employment are the responsibility of the Contractor.
 - E4.7.1 The Contractor shall perform due diligence and exercise effective staff selection, supervision and management to ensure all personnel deployed to the Site remain suitable.
 - E4.7.2 The Contractor shall remove any employee 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.
- E4.8 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.
 - E4.8.1 Such authority shall be deemed to be withdrawn immediately upon:
 - (a) the employee voluntarily ceasing work on the Site; or
 - (b) the Contract Administrator advising that an employee is deemed unacceptable for employment on this contract.

- E4.8.2 All performance evaluations, disciplinary reports, day to day management files and records shall be maintained on Site and available at any time for the Contract Administrator to view.
- E4.8.3 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.
- E4.8.4 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.

E5. SPECIALIZED TRAINING AND RESOURCES

- E5.1 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.
- E5.2 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.

E6. ADJUSTMENT

- E6.1 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.
- E6.2 Contract staffing levels, pay/billing rates, position descriptions or individual tasks may be adjusted as necessary upon 30 days written notice by either party and subject to mutual agreement.

E7. CONTRACT DUTIES AND RESPONSIBILITIES

- E7.1 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.
- E7.2 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.
- E7.3 The Contractor shall provide patrols and walk-through if Winnipeg Parking Authority facilities as required or on an as required basis.
- E7.4 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.

E8. POSITIONS AND DUTIES

- E8.1 The breakdown of positions and required shifts are:

Regular Weekly Shifts (total hours based on 8 hours per shift)										
Position	Times	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Annual
Compliance Site Coordinator	0800 - 1600	1	1	1	1	1			40	1,920
Shift Supervisor	0630-1430	1	1	1	1	1			40	2,096
Shift Supervisor	1430-2230	1	1	1	1	1			40	2,096
Shift Supervisor	2230-0630	1	1	1	1	1			40	2,096
Shift Supervisor	0630-1430						1	1	16	824
Shift Supervisor	1430-2230						1	1	16	824
Shift Supervisor	2230-0630						1	1	16	824
Mobile Patrol Officer	0630 - 1430	7	7	7	7	7			280	14,288
Mobile Patrol Officer	1430 - 2230	8	8	8	8	8			320	16,096
Mobile Patrol Officer	2230 - 0630	3	3	3	3	3			120	6,096
Mobile Patrol Officer	0630 - 1430						3	3	48	2,472
Mobile Patrol Officer	1430 - 2230						1	1	16	824
Mobile Patrol Officer	2230 - 0630						1	1	16	824
ALPR Patrol Officer	0900 - 1700	4	4	4	4	4			160	8,024
ALPR Patrol Officer	0900 - 1700						1		8	416
Urban Patrol Supervisor	0830 - 1630	1	1	1	1	1			40	2,000
Urban Patrol Supervisor	1000 - 1800	1	1	1	1	1			40	2,000
Urban Patrol Officer	0730 - 1530	4	4	4	4	4			160	8,000
Urban Patrol Officer	0900 - 1700	10	10	10	10	10			400	20,000
Urban Patrol Officer	1000 - 1800	4	4	4	4	4			160	8,000
Urban Patrol Officer	0900 - 1700						2		16	832
Dispatch Operator	0700 - 1500	2	2	2	2	2			80	4,096
Dispatch Operator	1500 - 2300	1	1	1	1	1			40	2,096
Dispatch Operator	2300-0700	1	1	1	1	1			40	2,096
Dispatch Operator	0900-1700						1		8	416
Dispatch Operator	0700 - 1500						1	1	16	832
Dispatch Operator	1500 - 2300						1	1	16	832
Dispatch Operator	0700 - 1500						1	1	16	832
Total hours									2,208	111,752
Seasonal and Event Based Shifts										
<i>Winter Parking Ban Support (1 Dec - 1 Mar; 13 weeks)</i>										
Position	Times	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Weekly	Annual
Mobile Patrol Officer	2230 - 0630	6	6	6	6	6	8	8	368	4,864
Total hours									368	4,864
<i>Residential Parking Ban Surge (3 days per ban, 3 bans/year)</i>									Event	Annual
Mobile Patrol Officer	0630 - 1430	20	20	20					480	1,440
	1430 - 2230	20	20	20					480	1,440
	2230 - 0630	20	20	20					480	1,440
Total hours									1,440	4,320
Special Event Support										
	Times	Hrs/shi	Shifts /						Event	Annual
		#	Event						Total	Total
ALPR Patrol Officer	1200 - 1800	6	2		12				12	144
Urban Patrol Officer	0800 - 1600	8	2		10				16	160
Mobile Patrol Officer	1830 - 2230	4	2		50				8	400
Event Shift Supervisor	variable tim	8	1		72				8	576
Total Hours										1,280
ALPR Based Street Studies	variable times									240
									Annual Hours	122,456

Position Descriptions

E8.2 The basic requirements of each position are as follows:

E8.3 **COMPLIANCE SITE COORDINATOR** (Work level – Site Manager)

- E8.3.1 One (1) position required at 40 hours per week from 0800 to 1600, Monday to Friday not required weekends and Stat Holidays, and includes:
- (a) prepare work schedules and maintain records of annual vacation, sick leave and all daily, weekly, monthly and yearly Statutory holidays;
 - (b) supervises the day to day operation to ensure productivity level and established metrics are achieved and maintained.
 - (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 and Dispatch Communications Centre 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 compliance 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 the communication and implementation of all Policy and Procedure Directives and Instructions to all Compliance Officers and Dispatch Communications Centre Officers, daily;
 - (n) provide Dispatch Communications Centre control and coordinate with Dispatch Communications Centre to prepare and maintain various logs including elogs, radio checks, towed vehicles, complaint logs, LORs 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 within 8 hours of the initial request, 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) coordinate Court schedules and organize Officer dates and Court packages, as required;
- (aa) liaise with Magistrates at 373 Broadway, Street Constables, permit section at 1155 Pacific and the handicap permit staff;
- (bb) Performs ongoing monthly and semi-annual formal performance feedback for Supervisors and Communication staff, related to the performance metrics required under the contract;
- (cc) Identifies and implements training requirements for supervisors, officers and communication staff; and
- (dd) other duties as required.

E8.4 COMPLIANCE OFFICER SHIFT SUPERVISOR (Work level – Supervisor)

E8.4.1 Three (3) positions (full time) required at 120 hours per week, Mon-Fri including Stat Holidays, and Three (3) positions (part time) required at 48 hours per week, Saturday and Sunday including Stat Holidays and includes:

- (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;
- (c) performs ongoing monthly and semi-annual formal performance feedback and coaching for officers, related to the performance metrics required under the Contract;
- (d) identifies and implements training requirements for officers;
- (e) provide on street supervision for walking beat and mobile patrol members;
- (f) ensure a high standard of customer service and respect with every citizen interaction;
- (g) review all tickets written during the shift for accuracy and compliance with by-laws and procedures and record voided tickets;
- (h) review officer photos and tickets 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 and SOP's to the officers, daily;
- (z) reviewing, updating, distribution and ensuring officers accurately update LOR/SER list, daily;
- (aa) conduct vehicle audits, weekly;
- (bb) ensure their vehicle 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, every shift;
- (dd) ensure a high standard of dress and deportment of the walking beat and mobile personnel;
 - (i) clean and pressed uniforms shall be worn.
- (ee) maintain up to date records of all forms, lifting of restrictions, selective enforcement, street works, special events and filming permits, daily;
- (ff) coordinate/assist with equipment issue, ensure sufficient materials are available for each shift to complete their duties, daily;
- (gg) ensure all radio batteries are fully charged and when necessary taken in to repair, daily;
- (hh) respond to public inquiries concerning parking regulations and complaints received and dispatch members to deal with same as required;
- (ii) maintain accurate parkade patrol log, stolen vehicle report, parking complaint log, missing sign report and other such reports that may be required;
- (jj) periodically check work orders from works and operations to determine date of completion by onsite inspection, as required;
- (kk) attend traffic court as required;
- (ll) record and report daily statistics; and
- (mm) other duties as required.

E8.5 COMPLIANCE OFFICER MOBILE PATROL (Work level – Mobile Patrol Officer)

E8.5.1 Twenty-One (21) positions required at 800 hours per week, including Stat Holidays, and includes:

- (a) have thorough knowledge of all parking regulations, by-laws and procedures and enforce them through the issuance of a Parking Offence Notice (PON) in accordance with the policies of the Winnipeg Parking Authority;
- (b) patrol assigned routes and surface lots, issue citations to illegally parked cars and rotating through all mobile 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 the office informed of any unusual events that may affect their operation. This is to include by not limited to possible or probable stolen, abandoned or uninsured vehicles, daily;
- (e) complete and submit all incidents in a report, daily;
- (f) ensure their vehicle 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 tickets 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;
- (q) attend traffic court as required to give evidence regarding a PON you have issued. Record the offence number and the results of the trial on your subpoena;
- (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) (h) other duties as required.

E8.6 COMPLIANCE OFFICER ALPR MOBILE PATROL (Work level – ALPR Mobile Patrol Officer)

E8.6.1 Four (4) full time positions required at 160 hours per week, Mon-Fri, not required on Stat Holidays, and One (1) position (part time) required at 8 hours per week, Saturday, not required on Stat Holidays and includes:

- (a) have thorough knowledge of all parking regulations, by-laws and procedures and enforce them through the issuance of a Parking Offence Notice (PON) in accordance with the policies of the Winnipeg Parking Authority;
- (b) effectively operate all ALPR vehicle equipment ensuring accuracy and compliance with all requirements for citation issuance as compiled by ALPR reporting;
- (c) patrol assigned routes and surface lots, issue citations to illegally parked cars and rotating through all mobile enforcement areas, daily;
- (d) 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;
- (e) keep the office informed of any unusual events that may affect their operation. This is to include by not limited to possible or probable stolen, abandoned or uninsured vehicles, daily;
- (f) complete incident reports, daily;
- (g) ensure a high standard of customer service and respect with every citizen interaction;
- (h) ensure their vehicle is fuelled and in good working order, report any mechanical problems on pre and post vehicle inspection report, daily;
- (i) complete pre and post vehicle inspection report, every shift;
- (j) ensure the quality and accuracy of photos and tickets meet quality assurance standards, daily;
- (k) review driver reports, ensuring compliance with all reporting requirements, weekly;

- (l) review surface lot and patrol coverage reports, ensuring compliance with all reporting requirements, weekly;
- (m) review officer error report, ensuring compliance with all reporting requirements, monthly;
- (n) maintain up to date records of all forms, lifting of restrictions, selective enforcement, street works, special events and filming permits, daily;
- (o) complete accident reports, as required;
- (p) review, understand and effectively apply all changes to policy and SOP's, as required;
- (q) ensure a high standard of dress and deportment, clean and pressed uniforms shall be worn, daily;
- (r) attend traffic court as required to give evidence regarding a PON you have issued. Record the offence number and the results of the trial on your subpoena;
- (s) 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, daily;
- (t) ensure all wireless equipment is operating correctly and that wireless connectivity is maintained throughout your shift, daily;
- (u) record and report daily statistics;
- (v) respond to all dispatched patrol requests, daily; and
- (w) other duties as required.

E8.7 COMPLIANCE OFFICER URBAN PATROL (Work level – Urban Patrol Officer)

E8.7.1 Eighteen (18) positions required at 720 hours per week, Mon- Fri not required on Stat Holidays, and two (2) part-time position required at 16 hours per week, Saturdays not required on Stat Holidays, and includes:

- (a) have thorough knowledge of all parking regulations, by-laws and procedures and enforce them through the issuance of a Parking Offence Notice (PON) in accordance with the policies of the Winnipeg Parking Authority;
- (b) patrol assigned routes and surface lots, issue citations to illegally parked cars and rotating through all mobile 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 the office informed of any unusual events that may affect their operation. This is to include by not limited to possible or probable stolen, abandoned or uninsured vehicles, daily;
- (e) complete incident reports, daily;
- (f) ensure a high standard of customer service and respect with every citizen interaction;
- (g) ensure the quality and accuracy of photos and tickets meet quality assurance standards, daily;
- (h) review urban patrol reports, ensuring compliance with all reporting requirements, weekly;
- (i) review surface lot and patrol coverage reports, ensuring compliance with all reporting requirements, weekly;
- (j) review officer error report, ensuring compliance with all reporting requirements, monthly;
- (k) maintain up to date records of all forms, lifting of restrictions, selective enforcement, street works, special events and filming permits daily;
- (l) complete accident reports, as required;

- (m) review, understand and effectively apply all changes to policy and SOP's, as required;
- (n) ensure a high standard of dress and deportment, clean and pressed uniforms shall be worn, daily;
- (o) attend traffic court as required to give evidence regarding a PON you have issued. Record the offence number and the results of the trial on your subpoena;
- (p) 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, daily;
- (q) ensure all wireless equipment is operating correctly and that wireless connectivity is maintained throughout your shift, daily;
- (r) respond to all dispatched patrol requests daily; and
- (s) other duties as required.

E8.8 COMPLIANCE OFFICER URBAN PATROL SUPERVISOR

E8.8.1 Two (2) positions required at 80 hours per week, not required weekends and Stat Holidays, and includes:

- (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 tickets written during the shift for accuracy and compliance with by-laws and procedures and record voided tickets, daily;
- (e) review officer photos and tickets 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 Ticket 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) review with officers the driver report, weekly;
- (q) issue disciplinary forms to officers, as required;
- (r) support patrols as required with additional mobile coverage, daily;
- (s) respond to all incidents involving officers and/or vehicles, as required;
- (t) complete incident reports, daily;
- (u) reviewing and briefing all changes to policy and SOP's to the officers, daily;
- (v) reviewing, updating, distribution and ensuring officers accurately update LOR/SER lists, daily;
- (w) ensure a high standard of customer service and respect with every citizen interaction;
- (x) ensure a high standard of dress and deportment of the walking beat and mobile personnel, daily;
 - (i) clean and pressed uniforms shall be worn.

- (y) maintain up to date records of all forms, lifting of restrictions, selective enforcement, street works, special events and filming permits, daily;
- (z) coordinate/assist with equipment issue, ensure sufficient materials are available for each shift to complete their duties, daily;
- (aa) ensure all radio batteries are fully charged and when necessary taken in to repair, daily;
- (bb) respond to public inquiries concerning parking regulations and complaints received and dispatch members to deal with same, as required;
- (cc) attend traffic court as required;
- (dd) record and report daily statistics;
- (ee) perform ongoing monthly and annual formal performance feedback for officers staff, related to the performance metrics required under the Contract;
- (ff) identifies and implements training requirements for officers; and
- (gg) other duties as required.

E8.9 COMMUNICATION CENTRE OPERATOR – DISPATCHER

E8.9.1 Four (4) positions required at 168 hours per week, Monday-Friday including Stat Holidays, three (3) positions required at 48 hours per week, Saturday – Sunday including Stat Holidays, one (1) positions required at 8 hours per week, Saturday including Stat Holidays and includes:

- (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;
- (j) prepare and maintain information by patrol beat for any special activity in the area and specific instructions for same, daily;
- (k) maintain vehicle, 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; and
- (n) other duties as required.

E8.10 **COMPLIANCE OFFICER MOBILE PATROL** (Winter Parking Ban Support (1 Dec – 1 Mar; 13 weeks))

- (a) Provide info have thorough knowledge of all parking regulations, by-laws and procedures and enforce them through the issuance of a Parking Offence Notice (PON) in accordance with the policies of the Winnipeg Parking Authority;
- (b) patrol assigned routes and surface lots, issue citations to illegally parked cars and rotating through all mobile 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 the office informed of any unusual events that may affect their operation. This is to include by not limited to possible or probable stolen, abandoned or uninsured vehicles, daily;
- (e) complete and submit all incidents in a report, daily;
- (f) ensure their vehicle 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 tickets 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;
- (q) attend traffic court as required to give evidence regarding a PON you have issued. Record the offence number and the results of the trial on your subpoena;
- (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) (h) other duties as required.

E8.11 COMPLIANCE OFFICER MOBILE PATROL (Residential Parking Ban Surge)

- (a) Provide info have thorough knowledge of all parking regulations, by-laws and procedures and enforce them through the issuance of a Parking Offence Notice (PON) in accordance with the policies of the Winnipeg Parking Authority;
- (b) patrol assigned routes and surface lots, issue citations to illegally parked cars and rotating through all mobile 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 the office informed of any unusual events that may affect their operation. This is to include by not limited to possible or probable stolen, abandoned or uninsured vehicles, daily;
 - (e) complete and submit all incidents in a report, daily;
 - (f) ensure their vehicle 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 tickets 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;
 - (q) attend traffic court as required to give evidence regarding a PON you have issued. Record the offence number and the results of the trial on your subpoena;
 - (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) (h) other duties as required.

E8.12 COMPLIANCE OFFICER ALPR MOBILE PATROL (Special Event Support)

- (a) Provide info have thorough knowledge of all parking regulations, by-laws and procedures and enforce them through the issuance of a Parking Offence Notice (PON) in accordance with the policies of the Winnipeg Parking Authority;
- (b) effectively operate all ALPR vehicle equipment ensuring accuracy and compliance with all requirements for citation issuance as compiled by ALPR reporting;
- (c) patrol assigned routes and surface lots, issue citations to illegally parked cars and rotating through all mobile enforcement areas, daily;
- (d) 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;
- (e) keep the office informed of any unusual events that may affect their operation. This is to include by not limited to possible or probable stolen, abandoned or uninsured vehicles, daily;

- (f) complete incident reports, daily;
- (g) ensure a high standard of customer service and respect with every citizen interaction;
- (h) ensure their vehicle is fuelled and in good working order, report any mechanical problems on pre and post vehicle inspection report, daily;
- (i) complete pre and post vehicle inspection report, every shift;
- (j) ensure the quality and accuracy of photos and tickets meet quality assurance standards, daily;
- (k) review driver reports, ensuring compliance with all reporting requirements, weekly;
- (l) review surface lot and patrol coverage reports, ensuring compliance with all reporting requirements, weekly;
- (m) review officer error report, ensuring compliance with all reporting requirements, monthly;
- (n) maintain up to date records of all forms, lifting of restrictions, selective enforcement, street works, special events and filming permits, daily;
- (o) complete accident reports, as required;
- (p) review, understand and effectively apply all changes to policy and SOP's, as required;
- (q) ensure a high standard of dress and deportment, clean and pressed uniforms shall be worn, daily;
- (r) attend traffic court as required to give evidence regarding a PON you have issued. Record the offence number and the results of the trial on your subpoena;
- (s) 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, daily;
- (t) ensure all wireless equipment is operating correctly and that wireless connectivity is maintained throughout your shift, daily;
- (u) record and report daily statistics;
- (v) respond to all dispatched patrol requests, daily; and
- (w) other duties as required.

E8.13 COMPLIANCE OFFICER URBAN PATROL (Special Event Support)

- (a) provide info have thorough knowledge of all parking regulations, by-laws and procedures and enforce them through the issuance of a parking offence notice (PON) in accordance with the policies of the Winnipeg parking authority;
- (b) patrol assigned routes and surface lots, issue citations to illegally parked cars and rotating through all mobile 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 the office informed of any unusual events that may affect their operation. this is to include by not limited to possible or probable stolen, abandoned or uninsured vehicles, daily;
- (e) complete incident reports, daily;
- (f) ensure a high standard of customer service and respect with every citizen interaction;
- (g) ensure the quality and accuracy of photos and tickets meet quality assurance standards, daily;
- (h) review urban patrol reports, ensuring compliance with all reporting requirements, weekly;

- (i) review surface lot and patrol coverage reports, ensuring compliance with all reporting requirements, weekly;
- (j) review officer error report, ensuring compliance with all reporting requirements, monthly;
- (k) maintain up to date records of all forms, lifting of restrictions, selective enforcement, street works, special events and filming permits daily;
- (l) complete accident reports, as required;
- (m) review, understand and effectively apply all changes to policy and sop's, as required;
- (n) ensure a high standard of dress and deportment, clean and pressed uniforms shall be worn, daily;
- (o) attend traffic court as required to give evidence regarding a PON you have issued. record the offence number and the results of the trial on your subpoena;
- (p) 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, daily;
- (q) ensure all wireless equipment is operating correctly and that wireless connectivity is maintained throughout your shift, daily;
- (r) respond to all dispatched patrol requests daily; and
- (s) other duties as required.

E8.14 COMPLIANCE OFFICER MOBILE PATROL (Seasonal and Event Based Shifts)

- (a) Provide info have thorough knowledge of all parking regulations, by-laws and procedures and enforce them through the issuance of a Parking Offence Notice (PON) in accordance with the policies of the Winnipeg Parking Authority;
- (b) patrol assigned routes and surface lots, issue citations to illegally parked cars and rotating through all mobile 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 the office informed of any unusual events that may affect their operation. This is to include by not limited to possible or probable stolen, abandoned or uninsured vehicles, daily;
- (e) complete and submit all incidents in a report, daily;
- (f) ensure their vehicle 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 tickets 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;
- (q) attend traffic court as required to give evidence regarding a PON you have issued. Record the offence number and the results of the trial on your subpoena;
- (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) (h) other duties as required.

E8.15 COMPLIANCE OFFICER SHIFT SUPERVISOR (Seasonal and Event Based Shifts)

- (a) Provide info 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;
- (c) performs ongoing monthly and annual formal performance feedback and coaching for officers, related to the performance metrics required under the Contract;
- (d) identifies and implements training requirements for officers;
- (e) provide on street supervision for walking beat and mobile patrol members;
- (f) review all tickets written during the shift for accuracy and compliance with by-laws and procedures and record voided tickets;
- (g) review officer photos and tickets for quality assurance, daily;
- (h) assist Officer in completing accidents reports, as required;
- (i) assist Officer in completing WCB forms, as required;
- (j) review tow reports for accuracy daily;
- (k) investigate citizen complaints and follow up with officers, as required;
- (l) daily random review of prior shifts GPS, daily;
- (m) daily review of officer Ticket counts, daily;
- (n) complete supervisor shift report, daily;
- (o) respond to beat audit reports , daily;
- (p) respond to officer location report, daily;
- (q) electronically log and review with officers the error/void report, weekly;
- (r) electronically log and review with officers the driver report, weekly;
- (s) issue and log electronically disciplinary forms to officers, as required;
- (t) support patrols as required with additional mobile coverage, daily;
- (u) respond to all incidents involving officers and/or vehicles, as required;
- (v) complete and electronically log incident reports, daily;
- (w) complete and electronically log accident reports, as required;
- (x) reviewing and briefing all changes to policy and SOP's to the officers, daily;
- (y) reviewing, updating, distribution and ensuring officers accurately update LOR/SER list, daily;
- (z) conduct vehicle audits, weekly;

- (aa) ensure their vehicle is fuelled and in good working order, report any mechanical problems on pre and post vehicle inspection report, daily;
- (bb) complete pre and post vehicle inspection report, every shift;
- (cc) ensure a high standard of customer service and respect with every citizen interaction;
- (dd) ensure a high standard of dress and deportment of the walking beat and mobile personnel;
 - (i) clean and pressed uniforms shall be worn.
- (ee) maintain up to date records of all forms, lifting of restrictions, selective enforcement, street works, special events and filming permits, daily;
- (ff) coordinate/assist with equipment issue, ensure sufficient materials are available for each shift to complete their duties, daily;
- (gg) ensure all radio batteries are fully charged and when necessary taken in to repair, daily;
- (hh) respond to public inquiries concerning parking regulations and complaints received and dispatch members to deal with same as required;
- (ii) maintain accurate parkade patrol log, stolen vehicle report, parking complaint log, missing sign report and other such reports that may be required;
- (jj) periodically check work orders from works and operations to determine date of completion by onsite inspection, as required;
- (kk) attend traffic court as required;
- (ll) record and report daily statistics; and
- (mm) other duties as required.