



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 903-2007**

**PROVISION OF COMMUNICATIONS SERVICES**

## TABLE OF CONTENTS

### PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	3

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Addenda	1
B5. Substitutes	2
B6. Bid Submission	2
B7. Bid	3
B8. Prices	4
B9. Qualification	4
B10. Opening of Bids and Release of Information	5
B11. Irrevocable Bid	5
B12. Withdrawal of Bids	5
B13. Evaluation of Bids	6
B14. Award of Contract	6

### PART C - GENERAL CONDITIONS

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

### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	1
D4. Contract Administrator	1
D5. Contractor's Supervisor	2

#### Submissions

D6. Authority to Carry on Business	2
D7. Insurance	2
D8. Security Clearance	3

#### Control of Work

D9. Commencement	3
D10. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	3
D11. Safety	3
D12. Inspection	4
D13. Orders	4
D14. Records	4

#### Measurement and Payment

D15. Invoices	4
D16. Payment	5

#### Warranty

D17. Warranty	5
---------------	---

### PART E - SPECIFICATIONS

#### General

E1. Applicable Specifications and Drawings	1
E2. Services	1
E3. Materials and Resources	1
E4. Standards	2
E5. Training	2

E6. Adjustment	3
E7. Contract Duties and Responsibilities	3
E8. Rates and Fees	3
<b>Positions and Duties</b>	
E9. Coordinator of Communications and Monitoring (Work Level – Coordinator)	3
E10. Communication Centre Operator (Work Level – Senior Hand/Junior Supervisor)	4

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF COMMUNICATIONS SERVICES

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, January 23, 2008.

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

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

### **B3. ENQUIRIES**

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

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

B3.3 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.

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

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

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

### **B4. ADDENDA**

B4.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B4.2 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.

B4.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B5. SUBSTITUTES**

- B5.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 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.
- B5.4 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.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B5.6 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.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B13.
- B5.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B6. BID SUBMISSION**

- B6.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices.

- B6.2 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.
- B6.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B6.4 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, may result in the Bid being determined to be non-responsive.
- B6.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.7 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:  
The City of Winnipeg  
Corporate Finance Department  
Materials Management Branch  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B6.7.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B6.8 If the Bid is submitted by facsimile transmission, it shall be submitted to (204) 949-1178
- B6.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.
- B7. BID**
- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B7.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;

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

B7.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.

B7.4.2 All signatures should be witnessed, except where a corporate seal has been affixed.

B7.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

## **B8. PRICES**

B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B8.1.1 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.

B8.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B8.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

## **B9. QUALIFICATION**

B9.1 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.

B9.2 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 Branch internet site at <http://www.winnipeg.ca/matmgt>.

B9.3 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);

B9.4 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.

B9.5 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.

## **B10. OPENING OF BIDS AND RELEASE OF INFORMATION**

B10.1 Bids will not be opened publicly.

B10.2 Following the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B10.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B10.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

## **B11. IRREVOCABLE BID**

B11.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B11.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

## **B12. WITHDRAWAL OF BIDS**

B12.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B12.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B12.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B12.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Bid until after the Submission Deadline has elapsed;
- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B12.1.3(b), declare the Bid withdrawn.



B12.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B11.2 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.

### **B13. EVALUATION OF BIDS**

B13.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B5.

B13.2 Further to B13.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B13.3 Further to B13.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.

B13.4 Further to B13.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B13.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.

B13.5 This Contract will be awarded as a whole.

### **B14. AWARD OF CONTRACT**

B14.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B14.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B14.2.1 Without limiting the generality of B14.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B14.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.

B14.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.

- B14.4 Notwithstanding C4.1, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B14.5 The Contract Documents, as defined in C1.1(n), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.
- B14.6 The City intends to award this contract by February 22, 2007.

## **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 Branch internet site at <http://www.winnipeg.ca/matmgt>.
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of Communication Services from award of Contract to March 1, 2009 with the option of two (2) optional mutually agreed upon two (2) year extensions.

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

- (a) Coordinator of Communication and Monitoring; and
- (b) Communication Centre Operator.

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

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

D2.3.2 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council.

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

#### D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (b) "**Post Orders**" means the receipt of daily instructions from the Winnipeg Parking Authority and providing direction to daily enforcement staff.

#### D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

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

Telephone No. (204) 986-5762  
Facsimile No. (204) 986-5155

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

#### **D5. CONTRACTOR'S SUPERVISOR**

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

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

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

#### **SUBMISSIONS**

#### **D6. AUTHORITY TO CARRY ON BUSINESS**

D6.1 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.

#### **D7. INSURANCE**

D7.1 The Contractor shall provide and maintain the following insurance coverage:

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

D7.2 Deductibles shall be borne by the Contractor.

D7.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D7.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

D7.5 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.

## **D8. SECURITY CLEARANCE**

- D8.1 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.
- D8.2 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- D8.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work.
- D8.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- D8.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.

## **CONTROL OF WORK**

### **D9. COMMENCEMENT**

- D9.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D9.2 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 D6;
    - (ii) evidence of the workers compensation coverage specified in C6.14;
    - (iii) evidence of the insurance specified in D7;
    - (iv) the security clearances specified in D8; and
    - (v) the first aid and CPR certificate specified in E5.3(a).
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

### **D10. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

- D10.1 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).

### **D11. SAFETY**

- D11.1 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.
- D11.2 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.
- D11.3 The Contractor shall do whatever is necessary to ensure that:

- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
- (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work.

## **D12. INSPECTION**

- D12.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.
- D12.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

## **D13. ORDERS**

- D13.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

## **D14. RECORDS**

- D14.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D14.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
  - (b) order date(s);
  - (c) service date(s); and
  - (d) description and quantity of services provided.
- D14.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

## **MEASUREMENT AND PAYMENT**

### **D15. INVOICES**

- D15.1 Further to C11, the Contractor shall submit monthly invoices for all Work performed during the previous calendar month.
- D15.2 Further to C22.2, the Contractor shall submit invoices to the locations designated at the time of ordering.
- D15.3 Invoices must clearly indicate, as a minimum:
- (a) the City's order number;
  - (b) date(s) of provision of services;
  - (c) location at which service was provided;
  - (d) type and quantity of services provided;

- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D15.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

**D16. PAYMENT**

D16.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D16.2 Further to C11, effective January 1, 2007 the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**WARRANTY**

**D17. WARRANTY**

D17.1 Warranty is as stated in C12.



## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS AND DRAWINGS**

E1.1 These Specifications shall apply to the Work.

#### **E2. SERVICES**

E2.1 The City of Winnipeg Parking Authority requires trained and qualified personnel, 24/7 to perform dispatch and supervisory duties.

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

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

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

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

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

- (a) all reports and logs (supplied by the Contractor in a format acceptable to the Winnipeg Parking Authority) be kept up to date while on shift;
- (b) all occurrences of a non routine nature documented and escalated to supervisory level and submitted daily to the Contract Administrator;
- (c) Post Orders (supplied by the Contractor) professionally prepared and maintained for all positions; and
- (d) imaging and documentation storage processing for all parking ticket occurrences reviewed and verified daily.

E2.4.1 Any odd occurrences shall be brought to the Contract Administrator's attention.

E2.5 The Contractor performance shall be subject to independent audit at the Contract Administrator's request.

#### **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; and
- (b) computers, 2 way radios, cell phones, imaging, wireless and fitted communications technologies for City network systems;

- E3.2 The Contractor shall provide and maintain all personal resources for all on site staff including, but not limited to:
- (a) basic non-military style uniform, and
  - (b) office and operation supplies, note books and equipment for performance of the generic work of the group.

#### **E4. STANDARDS**

- E4.1 Suitability and deployment of staff to the Site is the responsibility of the Contractor. Terms and conditions of employment are the responsibility of the Contractor.
- E4.1.1 The Contractor shall perform due diligence and exercise effective staff selection, supervision and management to ensure all personnel deployed to the Site remain suitable.
- E4.1.2 The Contractor shall remove any employee who, in the sole opinion of the Contract Administrator, is deemed unacceptable for employment on this Contract.
- E4.1.3 All performance evaluations, day to day management files and records shall be maintained on Site and available at any time, upon request, for the Contract Administrator to view.
- E4.1.4 Overall performance of the Contractor and individuals deployed to the Site will be assessed and reported to the Contract Administrator on an annual basis.

#### **E5. TRAINING**

- E5.1 All personnel deployed to the Site must have obtained a demonstrated basic skill level in the following areas:
- (a) use of radios, cell phones, personal data assistants and computers (Microsoft Office, email and internet);
  - (b) public relations, interpersonal, written and verbal communications skills, including fluency in one or both official languages;
  - (c) demonstrated decisiveness, good judgment and ability to assess and address emergent situations quickly; and
  - (d) demonstrated experience executing routine and specialized tasks and procedures in a high accountability and transparency environment (experience with levels of accountability, log books, report writing, summary investigation, etc.).
- E5.2 All personnel will be required to learn and use the parking facility management systems (T2 Program and ELOG).
- E5.3 All personnel deployed to the Site must have obtained formal training and demonstrate an ability to perform in the following areas:
- (a) first aid and CPR (renewed every two years);
  - (b) basic security and trespass law familiarization;
  - (c) basic personal safety awareness; and
  - (d) WHMIS training.
- E5.4 All personnel deployed to the Site must:
- (a) agree to information handling controls as required by FIPPA, the City of Winnipeg and the Province of Manitoba;
  - (b) demonstrate satisfactory security clearance as identified in section D8.
- E5.5 In addition, individuals to be employed in the handling of the City's funds must demonstrate an ability to handle cash and credit card information in a fast paced, point of sale environment.
- E5.6 The Contractor shall provide three (3) on Site training shifts for each trainee in each new role.

E5.6.1 Following training, the Contractor shall provide a short evaluation of the trainee to the Winnipeg Parking Authority with a request to assign that individual to an authorized shift. The Contract Administrator may waive the three (3) day training requirement at His option.

E5.7 The Contract Administrator will approve all assignments to supervisory and communications operator positions.

## **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 from time to time in accordance with D2.4 and B8.2.

## **E7. CONTRACT DUTIES AND RESPONSIBILITIES**

E7.1 The Contractor shall engage and maintain records in tag and towing procedures in accordance with the standing operating procedures approved by the Winnipeg Parking Authority.

E7.2 The Contractor's staff shall be diligent and shall take action and maintain records to ensure the safety and security of information of customers at Winnipeg Parking Authority facilities and services as directed by the Contract Administrator.

E7.3 The Contractor shall maintain an operational communication centre on Site to ensure all customer calls and internal procedures are correctly executed.

## **E8. RATES AND FEES**

E8.1 Further to D15 the Contractor shall provide invoice billing rates for Regular Hours and Statutory Holiday Hours.

E8.2 Regular Hours constitutes a billing rate per employee hour on regular time.

E8.3 Statutory Hours constitutes a billing rate per employee while working statutory holiday hours for which a premium wage is required.

E8.4 Overtime Hours is a billing rate which applies when the City or Provincial Court has requested a specific officer work overtime as defined by Manitoba Employment Standards Act. The Contractor shall bill at overtime rate on written approval (request form) of the Winnipeg Parking Authority.

## **POSITIONS AND DUTIES**

### **E9. COORDINATOR OF COMMUNICATIONS AND MONITORING (WORK LEVEL – COORDINATOR)**

E9.1 One (1) position required at 40 hours per week from 0800 to 1600, Monday to Friday, and includes:

- (a) overseeing communications and monitoring services functions;
- (b) develop standard operating procedures;
- (c) working as an operator on day shift, monitor radio traffic and conduct regular radio checks with patrol units;
- (d) keep a radio log of reports of abandoned vehicles, complaint calls assigned to patrols and any other questionable issues arising from radio communications;

- (e) maintain a client contact log respecting complaints and the results of a patrol visit;
- (f) assign complaints for investigation, keeping records of time dispatched and results of investigation;
- (g) maintain a log of all incidents referred to the Winnipeg Police Service;
- (h) maintain a log of all calls received from the intercom at the parkades;
- (i) monitor cameras (when installed) and assign patrols to investigate suspicious activity;
- (j) provide information to the public on parking passes, residential passes and any other service the Winnipeg Parking Authority provides;
- (k) ensure that photos taken to support violations are properly downloaded and correctly stored;
- (l) review daily activity reports from the mobile units and ensure senior staff advise of any incident not considered routine in nature;
- (m) prepare and maintain information by patrol beat for any special activity in the area and specific instructions for same;
- (n) maintain vehicle and radio service and use records;
- (o) maintain records on equipment issued and signed for by patrol staff;
- (p) act as a technical support resource for job specific parking compliance enforcement and monitoring equipment; and
- (q) other related duties as assigned.

**E10. COMMUNICATION CENTRE OPERATOR (WORK LEVEL – SENIOR HAND/JUNIOR SUPERVISOR)**

E10.1 Four (4) positions required at 168 hours per week, and includes:

- (a) monitor radio traffic and conduct regular radio checks with patrol units;
- (b) keep a radio log of reports of abandoned vehicles, complaint calls assigned to patrols and any other questionable issues arising from radio communications;
- (c) maintain a client contact log respecting complaints and the results of a patrol visit;
- (d) assign complaints for investigation, keeping records of time dispatched and results of investigation;
- (e) maintain a log of all incidents referred to the Winnipeg Police Service;
- (f) maintain a log of all calls received from the intercom at the parkades;
- (g) monitor cameras (when installed) and assign patrols to investigate suspicious activity;
- (h) provide information to the public on parking passes, residential passes and any other service the Winnipeg Parking Authority provides;
- (i) ensure that photos taken to support violations are properly downloaded and correctly stored;
- (j) review daily activity reports from the mobile units and ensure senior staff advised of any incident not considered routine in nature;
- (k) prepare and maintain information by patrol beat for any special activity in the area and specific instructions for same;
- (l) maintain vehicle, radio service and use records;
- (m) maintain records on equipment issued and signed for by patrol staff; and
- (n) other duties as required.