



REQUEST FOR PROPOSALS

Parking Enforcement and Enforcement Scheduling Services

RFP # 2156

Submission Deadline: 2:00 pm, CST, on May 31, 2013

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A. NOTICE

The City of Regina (City) seeks Proposals in response to this Request for Proposal (RFP) from entities qualified and experienced in the provision of parking enforcement and enforcement scheduling services.

The City seeks to engage and to encourage innovation and welcomes multiple Proposals from Proponents for the Services required in this RFP.

B. BACKGROUND

The City of Regina (City) invites qualified experienced Proponents to respond to this Request for Proposal (RFP) for the provision of parking enforcement and enforcement scheduling services as detailed in this document. These services would be for the period starting June 21, 2013 until May 31, 2016, with two (2) one (1) year extensions at the option of the City. The successful Proponent is expected to have 14 personnel available for active patrol, in addition to the Site Coordinator and Enforcement Scheduler, for June 21, 2013. The successful Proponent will have until October 1, 2013 to achieve the minimum service levels stated in Appendix A.

The scope of work shall include urban/foot parking enforcement patrols in the downtown and surrounding areas, mobile parking enforcement patrols in suburban areas, enforcement scheduling services and supervisory duties. These services shall be provided weekdays and weekends at times determined by the Contract Administrator.

The Site, where the work is initiated and directed from, is the Parking Services office which is located on the 13th floor of City Hall. The City will not provide parking to any personnel assigned to the Site. The City will supply, service and provide operational instruction for handheld ticketing devices and vehicles for mobile patrol.

The work shall be done on an "as required" basis during the term of the Contract. The type and quantity of work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator. The City requires consistent minimum service levels as set out in Appendix A of this RFP. The City may require the Contractor to provide additional services for special events, parking study and may change its minimum service level requirements over the course of the Contract. The City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements. The Contractor will be solely responsible for recruitment and substitution of personnel in order to meet the required service levels.

RFP and Project Schedule

The RFP and project schedule is outlined in the following table, however, the City, in its sole discretion, reserves the right to alter this schedule at any time and for any reason.

Activity	Milestone Date
Release of RFP	May 17, 2013
Proposal Closing Date	2:00 p.m., C.S.T., May 31, 2013
Notice of Award to Preferred Proponent	Week of June 3, 2013

C. DEFINITIONS

Capitalized terms used throughout this RFP shall have the following meaning:

“Active Patrol” means the time when an Officer is equipped with a handheld ticket issuing device and actively performing duties on a foot or mobile patrol as assigned or actively performing the duties as defined for the site coordinator or enforcement scheduler;

“Award Letter” means the award letter issued to the Contractor as a result of this RFP;

“Contract” means the contract between the City and the successful proponent as a result of the RFP;

“Contract Administrator” means the Manager of Parking Services or his/her designate;

“Contractor” means the successful Proponent selected as a result of the RFP;

“Officer” means Contractor personnel assigned to mobile or foot patrol, patrol supervisor, enforcement scheduler or site coordinator;

“Out of Service” means the time when an Officer is not on Active Patrol, including preparation time, and meal or health breaks as permitted by the Contractor;

“Proponent” means a party that submits a Proposal in response to this RFP;

“Proposal” means the materials that a Proponent submits in response to this RFP;

“Site” means the location of the Parking Services office.

D. INSTRUCTIONS TO PROPONENTS

1. Submission of Proposals

Proponents should submit their proposals as follows:

- one (1) original signed copy in paper form; and
- six (6) hard copies in paper form.

A Proponent may withdraw its proposal only if a written request for withdrawal has been received by the City's Purchasing Branch before the closing time. Proposals confirmed as withdrawn shall be returned unopened to the Proponent. The withdrawal of a proposal does not disqualify a Proponent from submitting another proposal prior to closing time.

No change(s) to proposal submissions will be considered unless received in writing by the City's Purchasing Branch, before the proposal closing time and date. Changes by facsimile will be accepted if received prior to the stipulated proposal closing time. The City will not be responsible for failure to receive facsimile changes. The Proponent is responsible for ensuring facsimile changes are received prior to the stipulated proposal closing time.

The original copy of the proposal will be deemed to be the official proposal response. Proposals will be received no later than **2:00 p.m. Central Standard Time, May 31, 2013** and shall be delivered to:

City of Regina Purchasing Branch
City Hall, 5th Floor
2476 Victoria Avenue
P.O. Box 1790
Regina, SK S4P 3C8

Original proposals must be provided. Facsimiles or emails will not be accepted.

Proposals received after the above closing time and date will not be considered. Proposals will be publicly opened at a public opening and only the names of the responding proponents are read.

2. Innovative Proposals

Proponents are required to base their proposal submission, and all pricing contained therein, on the requirements set out in this RFP document. Notwithstanding these requirements, Proponents are encouraged to provide innovative ideas and suggestions which they feel will improve upon the requirements set out in this document.

3. Omissions and Discrepancies

Proponents are required to notify the person listed in Inquiries, immediately in writing, either via fax or by e-mail of any discrepancies or omissions found in the RFP documentation or if the Proponent is in doubt as to the meaning of any provision of the RFP documentation.

The City will issue a formal written RFP addendum to correct any discrepancy or omission or to clarify the interpretation of any provision. An Addendum will be issued before the closing date, and will be sent to all registered Proponents by fax and/or by e-mail.

Any corrections or clarifications provided by the City will be deemed official only when issued to all registered Proponents in such a formal written addendum. The Proponent must acknowledge receipt of every Addendum in its proposal.

No verbal interpretations shall be made to a Proponent as to the meaning of any of the Contract documents. Every request for an interpretation shall be made in writing and all Proponents will receive written clarification.

Proposals which are incomplete, illegible or obscure in any way or that contain uncalled for irregularities of any kind may be deemed non-compliant and may be rejected.

4. Inquiries

All requests for information regarding this RFP must be addressed in writing and received five (5) business days prior to the closing date to the attention of:

Chelsea Littlemore, Purchasing Agent II
City of Regina, Purchasing Branch
Fax: 306-352-1581
Email: purchasingbranch@regina.ca

No other City representative, agent, employee or elected official is authorized to speak on behalf of the City with respect to this RFP.

Any attempt by a Proponent to contact any City representative, agent, employee or elected official with respect to this RFP may result in the City rejecting the Proponent's proposal.

The decision making authority for this RFP rests with the City.

5. Incurred Costs

The City will not be liable in any way for any costs incurred by Proponents in replying to this RFP.

6. Reservations

The City reserves the right to:

- Reject any or all proposals received in response to this RFP;
- Seek clarification from Proponents who respond to this RFP;
- Verify the validity of the information supplied in any Proposal;
- Waive or modify procedural and administrative irregularities due to honest or unintentional mistakes as identified in Proposals received, after discussion with the proponent;
- Negotiate with the Proponent(s) responding to this RFP, consistent with the objectives stated;
- Cancel this RFP at any time for any or no reason. If cancelled, the City is not responsible for any costs incurred by the proponent(s); and
- Accept the Proposal that appears to be in the best interest of the City.

7. Subcontracting

It is anticipated that some companies may not be able to fully address the full requirements on their own. Such companies are encouraged to combine their resources with those of other companies. In such cases, it is mandatory that the RFP be submitted in the name of one of the Proponents who will act as the prime Proponent.

8. Collusion

Proposals shall be made without any connection, comparison of figures, or arrangements with or knowledge of any other person or persons making a proposal for the same Services and shall be in all respects fair and without collusion or fraud.

9. Proposal Acceptance Period

By submitting a proposal, each Proponent agrees that their proposal may be subject to acceptance by the City any time prior to sixty (60) days after due date for submitting proposals.

10. Contract Term

The City intends to award a Contract for a three (3) year term (Term 1: June 21, 2013 to May 31, 2014; Term 2: June 1, 2014 to May 31, 2015; and Term 3: June 1, 2015 to May 31, 2016) with an option to extend for two (2) subsequent terms of one (1) year each. The City may exercise each extension right by written notice given to the successful Proponent. Each extension period shall be on the same terms and conditions as provided in the Contract.

At the time of each extension period the successful Proponent may request to renegotiate the hourly rates for justifiable reasons.

11. Payment Terms

The Contractor shall invoice the City for the Services rendered, with documentation satisfactory to the City as follows:

- Description of work/contract performed;
- Month that work was performed in; and

- Amount payable with GST and PST shown as a separate amount.

The Contractor shall invoice the City on a monthly basis. Invoices shall be sent by email to parking@regina.ca.

Payment shall be in Canadian funds net thirty (30) calendar days after receipt and approval of Contractor's invoice.

The City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

12. Confidentiality

The City acknowledges that each response may contain information in the nature of trade secrets or commercial, financial, labour relations, scientific or technical information of or about a Proponent and agrees that responses to this RFP are provided in confidence and protected from disclosure to the extent permitted under law. The Proponent's proposal will be kept confidential during the evaluation phase but the Proponent acknowledges that its proposal may be openly discussed at City Council should staff recommend the Proponent's submission.

The Proponents acknowledge that the City is, however, bound by *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan) and *The Cities Act* (Saskatchewan) and all documents submitted to the City will be subject to provisions of those pieces of legislation and their respective regulations. Proponents are advised that Applicable Laws may afford rights of production or inspection at the application of third parties and that the Contract entered into by the successful Proponent will by law be available for inspection by members of the public.

13. News Release

Proponents must not make public announcements or news releases regarding this RFP or any subsequent award of contract without the prior written approval of the City.

14. Permits and Licenses

The Operator shall obtain and pay for all necessary permits and licenses required for the performance of the Services. The Operator will be required to comply with all Applicable Laws in performing the Services.

15. Conflict of Interest

Each Proponent must make full disclosure of any of the following existing business relationships with any member of City Council, the City Manager or any Executive employee of the City of Regina:

- If a private company – details of ownership of shares by any of the above.
- If a public company – details of any ownership of shares, in excess of 1% of total shares issued by any of the above.
- If a partnership – details of any partnership arrangement of any of the above.

- Details of any directorship of any of the above, unless the directorship is only by reason of the individual being a member of Council, and who has Council's authorization to vote.
- Details of any direct or indirect pecuniary interest of any of the above in the supply of such goods and services.

Disclosure, if any, must be made in writing and accompany the Proponent's Proposal.

Each Proponent must make full disclosure of any relationship of any employee of the City who makes recommendations concerning the selection of Proposals or any employee who may allot work to or order supplies from the successful Proponent. In addition, each Proponent must reveal any details of ownership or partnership arrangements of any immediate relative employed by the City who alone or with other relatives holds more than a 25% interest.

16. Proposal Prices

All prices proposed must be in Canadian Currency. If not stated otherwise, the City will assume prices quoted are in Canadian funds.

The prices proposed shall include all costs associated with providing the service and/or goods (i.e. duties, costs of packing, cartage and transportation).

Proposals that contain prices which appear to be as unbalanced as likely to affect adversely the interests of the City may be rejected.

Whenever the amount proposed for an item in a Proposal does not agree with the extension of the estimated quantity and the proposed unit price, the unit price shall govern and the extended amount proposed for that item shall be corrected accordingly.

17. Execution of Formal Contract

If the Proponent's Proposal is accepted, the Proponent shall enter into a formal, written Contract with the City in substantially the same form as the Contract (attached as Appendix B)

The Proponent will endeavour in good faith and in a timely manner to finalize the Contract without delay.

18. Governing Law

This RFP process shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein.

19. Proponent's Responsibility for Assessing Local Conditions

Proponents shall visit the site(s) of the proposed work and ensure they are aware of all local conditions, including Regina's weather conditions, and ensure allowances in their Proposals for conditions and limitations as they affect the carrying out of the Services. The Proponent's failure to make all necessary examinations will not be accepted as a

basis for any claims for extra compensation, extension of time or relieve the Proponent of any of their obligations to carry out the provisions of their contract.

20. Credit Checks

The City reserves the right to request financial information/credit checks/securities that will protect the City's interests and/or demonstrate that the Proponent has the financial capability and stability to supply the necessary services as outlined in the RFP. Failure to comply with this requirement may result in the disqualification of the proposal.

21. References

Proposals must include a list of references providing insight into a Proponent's general reputation along with the skills and qualifications necessary to diligently and properly perform the work in accordance with the RFP. References are to be from clients for whom you have provided similar services as those outlined in this RFP. Include at least three (3) references, complete with the names, titles, phone number and addresses.

The City reserves the right to check the references of any and all Proponents at any time during the evaluation process at the City's discretion. References may be contacted by phone and/or in writing and any information received will be used to assist the evaluation committee in assessing a Proponents capacity and capability to provide the Services as outlined in this RFP.

The City may use its own experience with the Proponent, through previous interactions, contracts or related to assess the Proponent's past performance.

The City reserves the right to disqualify any Proponent, whose references, in the opinion of the evaluation committee are found to be unsatisfactory.

22. Additional Terms and Conditions

Any terms and conditions proposed by the Proponent inconsistent with or in addition to this RFP or the schedules or appendices thereto shall be void and have no effect.

E. EVALUATION

All proposal submissions must be in reference to the City's response requirements and the terms and conditions stated in this RFP. Any Proponent taking exception to any of the City's response requirements and/or any terms and conditions or the Contract, will be evaluated accordingly.

The City will evaluate proposals and will select the proposal that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposal, and the resulting Contract. The City's decision is final.

Proposals will be evaluated on the guidelines shown below:

Criteria	Weighting
Completed and signed Proposal Submission Form	Pass or Fail
(A) Operating Plan	50%
a) Provision of parking enforcement and enforcement scheduling services	
b) A summary of the Proponent's experience with, and reference for, similar work	
c) A summary of the size and capacity of the Proponent to carry out the specified level of work	
(B) Industry Experience of Key Personnel	15%
a) Site Coordinator	
b) Patrol Supervisors;	
c) Enforcement Scheduling Staff;	
d) The Proponent's primary managerial point of contact for the Contract	
(C) Cost	35%
a) Will be based on the information provided for the Regular Weekly Shifts identified in Appendix C. It does not include Seasonal Shifts and Event Shifts.	
Total Score	100 %

The Operating Plan will be evaluated considering the information submitted, and its likelihood of supporting continuous successful performance of the work of the Contract while the Cost shall be the sum of the quantities multiplied by the unit prices for each item shown on Appendix C.

The decision to request clarifications or to conduct interviews is at the City's sole discretion.

Proposal evaluation results are the property of the City. The City does not intend to disclose the evaluation results, either before, during, or after the RFP process.

F. CONTENTS OF PROPOSAL

The Proposal itself should be organized in the following format and informational sequence:

- Cover Letter;
- Response to Scope of Services and Requirements;
- Operating Plan;
- Industry Experience of Key Personnel;
- Complete Appendix C-Submission Form including Proposed Prices, Acknowledgement of Addenda; and
- References.

The information provided in these sections will be used in the evaluation of the Proposals. Proponents whose Proposals meet all of the requirements of this RFP will score higher than those Proposals who do not meet all of the requirements of this RFP.

1. Cover Letter

Provide a covering letter briefly introducing the Proponent and stating the Proponent's understanding of the service required and the requirement(s) that the Proponent is responding to. The letter should include the names of the persons who are authorized to make representation for the Proponent, their titles, addresses and telephone numbers. The letter should also state the location of the office of the Proponent. The letter should be dated and signed by an official authorized to make commitments and provide any clarifications with respect to the Proposal on behalf of the Proponent.

2. Response to Scope of Services and Requirements

The Proponent's Proposals should include sufficient detail to address all City requirements as listed under the Scope of Services and Requirements Section of the RFP. The Proponent's Proposal should provide an overview of its understanding of the requirements for the Services required by this RFP and an outline of its technical plans to fulfill these requirements.

3. Operating Plan

The operating plan shall indicate how the Proponent will meet the requirements of the Contract, paying close attention to the enforcement and scheduling activities outlined in the General Scope of Services and Specifications section providing, but not limited to, the following information:

- a) Provision of parking enforcement and enforcement scheduling services;
 - i. Meeting minimum service levels required for June 21, 2013, as defined by the Contract Administrator.
 - ii. Meeting minimum service levels as outlined in Appendix A (by October 1, 2013);
 - iii. A staffing plan for the provision of seasonal staffing surges, sometimes with minimal notice time of the requirement
 - iv. Proactive monitoring of deployed patrol officers;
- b) A summary of the Proponent's experience with, and reference for, similar work;

- c) A summary of the size and capacity of the Proponent to carry out the specified level of work, which includes, but is not limited to:
 - i. An attendance management policy;
 - ii. Policies relating to the progressive discipline for violations by Contractor personnel of either the Proponent's or the City's operational standards;
 - iii. A summary of the procedure for investigating and addressing complaints against Proponent's employees;
 - iv. The Contractor's policy or strategy to address employee turnover;
 - v. A summary of the procedure for reviewing vehicle accidents to determine whether or not the Proponent's employees are at fault;
 - vi. A summary of any succession plans and training programs provided to personnel assigned or promoted to supervisory positions; and
 - vii. A summary of any customer service strategies and training courses.

4. Industry Experience of Key Personnel

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

- a) Site Coordinator;
- b) Patrol Supervisors;
- c) Enforcement Scheduling Staff;
- d) The Proponent's primary managerial point of contact for the Contract.

5. Price

The Proponent shall complete and sign the Submission Form (Appendix C), providing the billing rate of each position listed for the duration of the three year contract.

6. Acknowledgement of Addenda

Proponents shall acknowledge receipt of all addendums/clarifications issued by the City.

7. References

Proposals shall provide references from customers within the past three (3) years, preferably at least three (3) references. References are to include name and contact information.

G. GENERAL SCOPE OF SERVICES AND SPECIFICATIONS

1. Services

The Contractor is required to provide urban and mobile patrol services citywide in support of general parking control, rush hour routes, parking for persons with disabilities, street cleaning, snow removal, special events and response to emergencies and other situations as required in accordance with the Contract or required by the Contract Administrator. These services include, but are not limited to, issuance of parking tickets, warning/information notices, seizing of vehicles and scheduling of enforcement services.

The following are the major components of regular parking enforcement activities under the contract:

- (a) Monitoring of City parking meters and the issuance and initial processing of parking tickets for violations as directed by the City;
- (b) Monitoring of 2 hour parking zones, and other restricted parking zones, and the issuance and initial processing of parking tickets for violations as directed by the City;
- (c) Seizing of illegally parked vehicles;
- (d) Increased enforcement during snow removal, street sweeping and other special events;
- (e) Responding to requests for parking enforcement services as directed by the City;
- (f) Assisting with the enforcement of unpaid parking tickets as directed by the City;
- (g) Attendance at court as a witness with respect to contested parking tickets; and
- (h) Other such duties as may be agreed between the City and the Contractor.

The following are the major components of enforcement scheduling activities under the contract:

- (a) Monitoring of active patrol officers to ensure full deployment of enforcement resources throughout the city of Regina;
- (b) Preparation of scheduled enforcement actions for assigned shifts; and
- (c) Timely response to requests for enforcement services from outside sources (inbound calls) and as directed by Parking Service staff.

2. Qualification of Personnel

All personnel deployed to the Site shall have received training and/or obtained a basic skill level in the following areas:

- (a) Basic security and trespass law familiarization;
- (b) Basic personal safety awareness;
- (c) Use of radios, cell phones and computers (MS Office Suite, email and internet for on-site resources);
- (d) Excellent public relations, interpersonal, written and verbal communications skills, including fluency in one or both official languages;
- (e) Demonstrated decisiveness, good judgement and ability to assess and address emergent situations quickly; and

- (f) 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.)

All personnel deployed to the Site and assigned to vehicle based patrols (including temporary assignments) shall:

- (a) Possess a valid Class 5 or better drivers licence;
- (b) Comply with the provisions of *The Commercial Vehicle and Drivers (Record Keeping) Regulations*, as directed by the City;
- (c) Complete and pass the City of Regina Vehicle Operations training; and
- (d) Demonstrate a familiarity with City of Regina streets as certified by successful completion of an exam demonstrating such familiarity.

3. Contractor Responsibility

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

- (a) Effective staff selection for deployment to the Site;
- (b) The performance of their staff, including but not limited to:
 - (i) overall supervision;
 - (ii) loss of damage to public or private property due to negligence;
 - (iii) non-performance;
 - (iv) errors or omissions; and
 - (v) training.
- (c) Employment cost;
- (d) Payroll;
- (e) Training;
- (f) Legislated or company benefits;
- (g) Applicable taxes;
- (h) Correct use of vehicles;
- (i) Provision and maintenance of all personal resources for on-site staff including, but not limited to:
 - (i) basic uniform, other specialized outerwear and appropriate footwear for all staff, in a colour and format acceptable to the Contract Administrator, for all seasons;
 - (ii) personal protective equipment, as required;
 - (iii) computer, if necessary, for Contractor work;
 - (iv) office and operation supplies, note books and equipment for performance of the generic work of the group.
- (j) Enforcement offences which include, but are not limited to:
 - (i) photo radar;
 - (ii) red light camera tickets;
 - (iii) speeding tickets;
 - (iv) parking tickets;
- (k) Damage directly resulting from improper operation of City of Regina equipment, including vehicles;
- (l) Temporary replacement of vehicles due to improper use;

- (m) Replacement costs of other equipment damaged directly resulting from improper operation including, but not limited to:
 - (i) handheld or other computers;
 - (ii) printers;
 - (iii) 2-way radios and accessories; and
 - (iv) accessory devices for electronic equipment;
- (n) Overall job performance.

The Contractor shall remove any employee who:

- (a) fails to maintain the required job skills or certifications; and/or
- (b) in the sole opinion of the Contract Administrator, is deemed unacceptable for employment on this contract.

3. Contract Administrator Responsibility

The Contract Administrator shall provide the following resources required to accomplish related tasks including, but not limited to:

- (a) On-site Contract Administrator or designate for Parking Services related issues;
- (b) Public parking office and operational facilities necessary for core City functions;
- (c) Computers, 2-way radios, handheld ticketing machines, portable ticket printers, imaging, wireless and GPS technologies for City network systems;
- (d) Vehicles for the work of the Contract for the duration of the contract; and
- (e) Training for items listed above, where required.

The Contractor is advised that the City will provide office space for the Site Coordinator and where required on an occasional basis, for the Contractor's senior staff to meet with employees with respect to the services provided to the City. Further, 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 Parking Services Branch. 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. The City may require the use of electronic time cards and GPS tracking systems to provide time management and real time tracking for in-service personnel.

4. Contractor Performance

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 (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 dispatched by Parking Services Branch;
- (d) Capability to provide additional patrol officers as required to meet the requirements of parking restrictions related to snow clearing, street cleaning, special events and other times as required;

- (e) All reports and logs, 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 on the prior month's performance and the status of ongoing operations including, but not limited to:
 - (i) summary of patrol activities;
 - (ii) patrol officer performance;
 - (iii) vehicle status, including driver performance issues;
 - (iv) training activities and requirements;
 - (v) non-routine activities such as traffic studies or special events;
 - (vi) significant incidents (if any);
 - (vii) other such information as may be required by the Contract Administrator.
- (h) Adherence to Standard Operating Procedures provided by the Contract Administrator.

The 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. The Contractor's performance shall be subject to independent audit as per the Contract Administrator's instruction.

5. Training

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.

6. Personnel Requirements

- (a) Site Coordinator
 - (i) have thorough knowledge of all parking regulations, bylaws, policies and procedures;
 - (ii) prepare patrol schedules and allocate enforcement resources;
 - (iii) supervise day to day operation to ensure metrics established by the Contract Administrator are achieved, maintained and reported;

- (iv) provide leadership, coaching and control to all Compliance Supervisors, Officers and dispatch personnel;
- (v) ensure staffing levels of all contracted positions are filled and calling replacement officers as needed to ensure full shifts;
- (vi) provide guidance to patrol officers in unusual situations;
- (vii) provide training and education to all contracted positions;
- (viii) conduct complaint investigations;
- (ix) liaise with Contract Administrator; and
- (x) other services as required by the Contract Administrator.

(b) Patrol Supervisor

- (i) have thorough knowledge of all parking regulations, bylaws, policies and procedures;
- (ii) provide on-street supervision for foot and mobile patrol officers;
- (iii) review all tickets written during the shift for accuracy and compliance with bylaws and procedures and record voided tickets;
- (iv) respond to patrol/beat audit reports;
- (v) respond to all situations involving officers and/or vehicles;
- (vi) assist with equipment issues, ensure that all handhelds have properly communicated at start/end of shift, ensure that all radio batteries are fully charged and taken for repair, when necessary;
- (vii) ensure a high standard of customer service and respect with every citizen interaction
- (viii) attend court as required;
- (ix) respond to all dispatched patrol requests;
- (x) record and report daily statistics; and
- (xi) other services as required.

(c) Mobile Patrol Officer

- (i) have thorough knowledge of all parking regulations, bylaws and procedures and enforce them through the issuance of a Notice of Violation (parking ticket) in accordance with the bylaws, policies and procedures City of Regina;
- (ii) issue parking tickets to illegally parked cars as part of regular patrols assigned routes, established mobile patrol areas and environmental scans as part of daily operations;
- (iii) keep Contract Administrator's office informed of any usual events that may affect their operation;
- (iv) ensure a high standard of customer service and respect with every citizen interaction;
- (v) attend court as required;
- (vi) 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;
- (vii) record and report daily statistics;
- (viii) respond to all dispatched patrol requests; and

(ix) other services as required.

(d) Urban Patrol Officers

- (i) have thorough knowledge of all parking regulations, bylaws and procedures and enforce them through the issuance of a Notice of Violation (parking ticket) in accordance with the bylaws, policies and procedures City of Regina;
- (ii) issue parking tickets to illegally parked cars as part of regular patrols assigned routes and environmental scans as part of daily operations;
- (iii) keep Contract Administrator's office informed of any usual events that may affect their operation;
- (iv) ensure a high standard of customer service and respect with every citizen interaction;
- (v) attend court as required;
- (vi) 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;
- (vii) record and report daily statistics;
- (viii) respond to all dispatched patrol requests; and
- (ix) other services as required.

(e) Enforcement Scheduler

- (i) have thorough knowledge of all parking regulations, bylaws and procedures and enforce them through the issuance of a Notice of Violation (parking ticket) in accordance with the bylaws, policies and procedures City of Regina;
- (ii) monitor radio traffic and conduct regular radio checks with patrol units;
- (iii) keep a radio log of reports of abandoned vehicles, complaint calls assigned to patrols and any other questionable issues arising from radio communications;
- (iv) maintain a client contact log respecting complaints and the results of a patrol visit;
- (v) assign complaints for investigation, keeping records of time dispatched and results of investigation;
- (vi) prepare daily enforcement reports for mobile patrols;
- (vii) update daily enforcement reports;
- (viii) prepare and maintain information by patrol beat for any special activity in the area and specific instructions for same;
- (ix) ensure a high standard of customer service and respect with every citizen interaction; and
- (x) other duties as required.

APPENDIX A – SERVICE LEVELS

MINIMUM SERVICE LEVELS (Regular Weekly Shifts)

POSITION	TIME	MON	TUE	WED	THU	FRI	SAT	SUN	TOTAL (Weekly)	ANNUAL
Site Supervisor	0800 - 1700	1	1	1	1	1			40	1992
Patrol Supervisor*	0700 - 1530	1	1	1	1	1			40	2088
Patrol Supervisor*	1530 - 2400	1	1	1	1	1			40	2088
Patrol Supervisor*	0900 - 1730						1	1	16	832
Mobile Patrol Officer	0700 - 1530	3	3	3	3	3			120	5976
Mobile Patrol Officer	0930 - 1800	3	3	3	3	3			120	5976
Mobile Patrol Officer	1530 - 2400	3	3	3	3	3			120	5976
Mobile Patrol Officer	0900 - 1730						2	1	24	260
Urban Patrol Officer	0900 - 1800	9	9	9	9	9			360	17928
Urban Patrol Officer	0830 - 1730						4		32	1664
Enforcement Scheduler	1600 - 2400	1	1	1	1	1			40	2088
Enforcement Scheduler	0900 - 1730						1	1	16	832
TOTAL									968	47700

SEASONAL SHIFTS (These numbers are approximate and are dependent on operational needs - some weekends may be required)

POSITION	TIME	MON	TUE	WED	THU	FRI	SAT	SUN	TOTAL (Weekly)	ANNUAL
Patrol Supervisor*	0500 - 1100	1	1	1	1	1			40	240
Mobile Patrol Officer	0500 - 1100	1	1	1	1	1			40	240
Urban Patrol Officer	0500 - 1100	3	3	3	3	3			40	720
TOTAL									120	1200

EVENT SHIFTS (These numbers are approximate and are dependent on operational needs)

POSITION	TIME	QTY	HOURS PER SHIFT	EVENTS PER YEAR	EVENT TOTAL	ANNUAL
Patrol Supervisor*	Varies	1	5	10	5	50
Urban Patrol Officer	Varies	3	5	10	15	150
TOTAL					20	200

*Expected to be in a vehicle as a Mobile Patrol Officer

All shifts (except seasonal shifts) are based on 8 hours of service with 30 minutes out of service with the following exceptions:

- Site Coordinator permitted 60 minutes out of service
- Urban Patrol Officers permitted 60 minutes out of service

THIS AGREEMENT MADE THIS ____ DAY OF _____, 2013.

BETWEEN:

THE CITY OF REGINA, a city, continued under *The Cities Act*, c. C-11.1, S.S. 2002, (the “City”)

— and —

CONTRACTOR UNKNOWN an active business corporation,
incorporated according to the laws of Saskatchewan (the “Contractor”)

In consideration of the covenants and agreements hereinafter contained, the parties agree as follows:

DEFINITIONS

1 In this Agreement:

- (a) “Active Patrol” means the time when an Officer is equipped with a handheld ticket issuing device and actively performing duties while on urban or mobile patrol as assigned;
- (b) “Contract Administrator” means the Manager of Parking Services employed by the City and his or her designate as designated by the Contract Administrator in writing;
- (c) “Officer” means Contractor personnel assigned to mobile or urban patrol or as a patrol supervisor, site coordinator or enforcement scheduler;
- (d) “Out of Service” means the time when an Officer is not on Active Patrol, including preparation time, meal and health breaks as permitted by the Contractor;
- (e) “Parking Services” means the branch of City administration responsible to manage parking enforcement; and
- (f) “Patrol Areas” means an area of the City as defined by the City that are typically patrolled by a single Officer.

TERM

- 2 The term of this Agreement shall commence on June 25, 2013 and terminate May 31, 2016.
- 3 This Agreement may be renewed at the option of the City for two additional terms of one year on terms and conditions no less favourable to the City as those contained in this Agreement.

SERVICES

4 (1) The Contractor shall perform the Services as set out in this Agreement, as directed by the Contract Administrator, as further described in the RFP and its appendixes and any addenda related thereto, and as contained within the attached portions of the proposal, all of which form part of this Agreement and are attached hereto as follows:

- (a) Request for Proposals #____ (“the RFP”) Parking Enforcement and Scheduling Services (Schedule A);
- (b) Excerpts from the proposal submitted by the Contractor in response to the RFP (Schedule B); and

(2) If there is a conflict or inconsistency between the provisions or obligations of this Agreement, then the dispute shall be resolved in accordance with the following documents, which are listed in priority:

- (a) the body of this Agreement excluding Schedules;
- (c) Addenda to the RFP, if any, with the most recent addenda taking priority;
- (d) the RFP;
- (e) Schedule B, excerpts from the Contractor’s Proposal.

5 (1) The Services shall consist of:

- (a) regular weekly shifts as described in Appendix A of the RFP (Schedule A) (“Minimum Service Levels”; and
- (b) seasonal shifts and event shifts dependent on operational needs.

(2) The Minimum Service Levels required by the City shall be subject to change upon no less than 5 business days written notice by the Contract Administrator.

(3) Services for seasonal shifts or special events shall be required as assigned on no less than 24 hours notice to the Contractor.

(4) The City shall not be required to purchase Services in excess of the Minimum Service Levels or exclusively from the Contractor.

6 The Contractor shall be permitted to supply Officers for Active Patrol exceeding the Minimum Service Levels subject to the approval in writing of the Contract Administrator.

- 7 (1) The Contractor agrees to abide by and provide the Services in accordance with bylaws, operational rules and procedures adopted or as changed by the municipal council of the City, a committee thereof, and the Contract Administrator as may be amended from time to time, in the City's sole discretion.
- (2) The Contractor shall cooperate with the City's staff in the implementation of any procedural changes that may result in increased productivity, customer service and efficiency associated with the Services.
- 8 (1) The Contractor shall employ and keep on the Site, a competent supervisor, assigned to the role of Site Coordinator, as described in the RFP, acceptable to the Contract Administrator.
- (2) The supervisor shall represent the Contractor on the Site and 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.
- (3) Before commencement of services, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor.
- (4) The Contract Administrator may give instructions to the Contractor's on-site supervisor and such instructions shall be deemed to have been given to the Contractor.

PENALTY FOR FAILURE TO MAINTAIN MINIMUM SERVICE LEVELS

- 9 (1) The Contractor shall have until October 1, 2013 to achieve the Minimum Service Levels. Should the Contractor be unable to meet the Minimum Service Levels, the Contractor shall be considered in breach of this Agreement and, shall pay the City seventy five dollars (\$75.00) per hour for each and every hour that an Officer is not on Active Duty.
- (2) The amount specified is for liquidated damages and is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not provide the Minimum Service Levels.
- (3) The Contractor shall be exempt from payment of the penalty for a reasonable number of unplanned absences of personnel (i.e. illness, bereavement, injury) for which a substitute cannot reasonably be assigned for up to one day in length, for additional Out of Service time in extreme weather conditions, and as otherwise consented to by the City in writing.

FEES

- 10 (1) The City shall pay the Contractor for hours of service provided ("Service Hours") toward the Services including:
- (a) Officer time spent on Active Patrol in 15 minute increments;

- (b) Time spent by mobile patrol Officers fuelling, cleaning, and washing City mobile patrol vehicles as is reasonably necessary;
 - (c) Personnel attendance at briefings by Parking Services at the request of the Contract Administrator;
 - (d) Personnel attendance at City mandated training for Officers assigned to mobile patrol related to operation of the City's commercial carrier fleet;
 - (e) Officer time spent attending court for prosecution or being interviewed by the prosecutor with respect to a prosecution, for tickets issued by the Officer, for the time period as stated on the court attendance notice or the time the interview is scheduled to start to the end of the trial or interview;
 - (f) Hours spent on provision of Services by the Site Coordinator and Enforcement Scheduler; and
 - (g) Up to 24 hours of on-site training for each of the personnel assigned to the City's Services, after the individual being trained remains assigned to the City's Services for at least 90 days.
- (2) Service Hours shall not include:
- (a) Personnel health or meal breaks as permitted by the Contractor during an in-office shift, dispatched patrol or at all, excluding reasonable rest breaks for Officers on urban patrol in extreme weather conditions;
 - (b) Preparation time before or after Active Patrol;
 - (c) Travel time to and from court;
 - (d) Contractor staff meetings; and
 - (f) Contractor time spent on administration of the business affairs of the Contractor including but not limited to: generation of invoices and management of its employees and training of its employees except as set out in section 10(2).
- 11 Service Hours shall be payable at the rates as set out in Schedule C, based on the shift and personnel role as listed in the Schedule. No other fees or rates shall apply.
- 12 Invoices shall be submitted by the Contractor monthly and shall contain the following information and any additional information as the City may from time to time reasonably request:
- (a) The City's order number, if provided;
 - (b) Date(s) of provision of Services;
 - (c) Service type and quantity (number of hours rounded to the nearest 15 minutes) of Service Hours provided per Service rate;
 - (d) Name and shift hours;
 - (e) Total amount payable with GST and PST, if applicable, shown as separate amounts;
 - (f) The Contractor's GST registration number.

- 13 The City shall have the right to verify Service Hours invoiced, quality of Services and compliance with the Minimum Service Hours required by auditing ticket issuance and cancellation rates or as otherwise determined by the City.
- 14 The City shall pay to the Contractor any charges payable less liquidated damages and chargebacks as set out in this Agreement within 30 days after receipt of the Contractor's invoice.
- 15 Invoices shall be provided to the City on a monthly basis and no later than 60 days after the services are rendered.

PERSONNEL

- 16 (1) The Contractor shall employ and make available to perform the Services, at all times during the term of this Agreement personnel qualified, trained by the Contractor and competent to perform the Services with such qualifications, training and services as further described in the RFP.
- (2) The Contractor shall remove any employee who:
 - (a) fails to maintain the required job skills or certifications; and/or
 - (b) in the sole opinion of the Contract Administrator, is deemed unacceptable for employment on this contract.
- 17 Personnel provided by the Contractor shall be and remain employees of and under the direction of the Contractor, for assignment of duty, arrangements of relief, vacation, substitution, pay, promotions, discipline and all other matters arising out of the relationship between employer and employee.
- 18 (1) Each individual proposed to provide services under the Contract shall be required to provide an original copy of a Criminal Record Search Certificate from the Regina Police Service or the police service having jurisdiction at his/her place of residence. The certificate must be dated within the past six (6) months.
- (2) 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 provide any services under this contract.
- (3) The City may, at its sole discretion and acting reasonably, require an updated criminal records search at any time during the term of the contract.
- (4) The Contractor shall remove any individual from the City's services if any of the personnel assigned to the City's Services are charged and/or convicted of a property offence or crime against another person during the term of the Agreement.

EQUIPMENT

- 19 The City shall provide the Contractor with non-exclusive use of office space as determined by the City (including related furniture but not office supplies), equipment (including hand-held ticketing devices, ticket printers, two-way radios), and vehicles specific to the issuance of City parking tickets (the "Equipment"). The Equipment remains the property of the City and may only be used in relation to Services provided under this Agreement.
- 20 The Contractor shall provide personnel, uniforms, footwear and any other goods or services required in order to complete the Services. The Contractor's selection of uniforms shall be subject to review and approval by the Contract Administrator.
- 21 (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, as determined by Saskatchewan Government Insurance;
 - (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) Payment of any tickets issued to the City in respect of its vehicles while in operation by an employee of the Contractor;
- (2) The City may reduce the payment to the Contractor by the amount of any charges contained in this section.

COMPLAINTS

- 22 (1) The Contractor shall ensure that complaints, commendations and request for media interviews regarding the Services or parking enforcement generally be referred to Parking Services at 306-777-6374, or as otherwise directed by the City.
- (2) The Contractor shall not participate in any media interviews or provide any public statement with respect to the Services and shall maintain a friendly and courteous demeanor in all interactions with the public while in the Service of the City.
- (3) At the request of the City or where an incident is known to have occurred, the Contractor shall provide a written response or explanation to the City, sufficient to enable the City to respond to the public's inquiry, within 48 hours of the City's request or the incident having occurred.
- (4) The Contractor shall provide full assistance in the investigation of any complaints.

INDEPENDENT CONTRACTOR

- 23 The Contractor's performance of this Agreement does not create an employee/employer relationship between the Contractor and the City; the Contractor is an independent Contractor.
- 24 The Contractor and anyone the Contractor employs or allows to perform any part of the Services are not and will not ever be considered employees of the City within the meaning of *The Labour Standards Act* of Saskatchewan, or any other applicable legislation, or entitled to any of the benefits of an employee of the City as a result of their performance of any part of the Services.
- 25 The Contractor acknowledges that:
- (a) the consideration provided to the Contractor by the City under this Agreement is income and subject to the provisions of the Canadian *Income Tax Act*, the *Canada Pension Plan*, and the *Employment Insurance Act*;
 - (b) the Contractor is solely responsible for remitting any amounts that the statutes listed in clause (a) require to be remitted; and
 - (c) if a decision-maker of competent jurisdiction decides that the City ought to have remitted any amounts that the statutes in clause (a) require to be remitted, then the Contractor will pay the City an amount equal to the amount the City is required to remit and all the costs (including solicitor-client costs) that the City incurs as a result of the Contractor failing to remit the amounts.
 - (d) If the Labour Standards Branch of the Saskatchewan Department of Labour or the Canada Revenue Agency (CRA) (or both of them) determines or deems the City to be an employer under this Agreement, then the Contractor agrees that the Services performed under this Agreement should be considered entirely of a managerial character.

WORKERS' COMPENSATION

- 26 The Contractor shall comply with *The Workers' Compensation Act, 1979* of Saskatchewan or any successor legislation.
- 27 Prior to execution of this Agreement and upon request, the Contractor shall provide the City with a copy of a certificate from the Workers' Compensation Board showing that the Contractor is registered and is in good standing with the Board.
- 28 The Contractor shall indemnify and save the City harmless if the City is required to pay any Workers' Compensation charges arising from the Commissionaire's provision of the Services, the provision of the Services by a subcontractor of the Contractor or if the City is held liable for any damages or injury to any employee,

partner, or subcontractor of the Contractor while on City-controlled or City-owned property.

CONFIDENTIALITY

- 29 The Contractor shall keep confidential and secure all documents, data, information and other material of the City which is provided to or obtained or accessed by the Contractor in the performance of its obligations under this Agreement (the "Confidential Information").
- 30 The Contractor acknowledges that the City may be bound to third parties and is bound by *The Freedom of Information and Protection of Privacy Act* with respect to information used and obtained by the City and shall amend any of its business practices related to Confidential Information at the City's request.
- 31 All data/material/information gathered, produced/developed in the performance of the Contractor services, shall remain the property of the City.

CONFLICT OF INTEREST

- 32 The Contractor, including its principles and employees shall not use or share any of the information acquired as a result of the services provided under this Agreement for their own personal benefit or the benefit of others, including but not limited to parking their personal vehicles unlawfully in areas known to be unenforced or failing to issue tickets or cancelling or retracting tickets for vehicles based on any kind of personal relationship or preference. Should such activity occur, the City shall be entitled to request that a particular employee of the Contractor be removed from assignment to the Services and if in the opinion of the City the behaviour is not limited to a single individual, to provide the Contractor with 30 days notice to remedy the breach, failing which the City may immediately terminate the Agreement. Should a breach reoccur within 30 days, the City shall not be required to serve an additional 30 days notice but may terminate immediately.

INDEMNIFICATION AND INSURANCE

- 33 The Contractor shall indemnify and save harmless the City from and against all costs, losses, damages, judgements, claims, demands, suits, actions or other proceedings arising from anything done or omitted to be done by the Contractor, its contractors, officers, employees or agents in connection with the services provided pursuant to this Agreement.
- 34 (1) The Contractor shall obtain and maintain during the course of this Agreement a comprehensive general liability insurance policy providing coverage of at least two million dollars (\$2,000,000.00) per occurrence.
- (2) The Contractor shall, at the time of executing this Agreement and thereafter upon renewal, provide the City with proof of the insurance required in (1).

- (3) The insurance obtained and maintained pursuant to this section must contain a statement whereby the insurer waives all rights of subrogation against any party named or contemplated as an insured party in the required policies.
 - (4) The Contractor is solely responsible for full payment of any deductible amount which may be due in the event of any and all claims under policies required by this Agreement.
 - (5) The Contractor shall ensure that all insurance policies required by this Agreement contain an endorsement by the insurer that states that the policies and coverage thereunder shall neither be amended or cancelled until 30 calendar days after written notice to such effect has been given to all named insureds.
- 35 The City shall obtain insurance for the vehicles supplied under this Agreement.

TERMINATION

- 36 The City may, by written notice to the other Party, personally delivered or delivered by registered mail, immediately terminate this Agreement without prejudice to any other remedy or right it may have, if:
- (a) the Contractor becomes bankrupt or insolvent or is so adjudged;
 - (b) if the Contractor makes a general assignment for the benefit of creditors;
 - (c) the Contractor's goods or chattels are liable to seizure by any secured party or lienholder;
 - (d) a writ of execution, sequestration or extent issues against the goods or chattels of the Contractor;
 - (e) the Contractor becomes the subject of any Act respecting liquidation or winding-up;
 - (f) the Contractor or any of its employees are in violation of the conflict of interest provisions of this Agreement; or
 - (g) the Contractor is in default of its obligations under this Agreement and the default is not remedied within 30 business Days after notice is received.
- 37 Either Party shall be entitled to terminate this Agreement without cause on 6 months written notice to the other Party.
- 38 The provisions contained herein regarding conflict of interest, confidentiality and indemnification shall survive the termination of this Agreement whether by expiration or termination.

NOTICE

- 39 All communications required by this Agreement shall be in writing and addressed as follows:

The Contractor

**

The City of Regina
2476 Victoria Ave.
Regina, Saskatchewan
S4P 3C8
Attn.: Andrea McNeil-Wilson

GENERAL

- 40 This Agreement, including the Schedule hereto constitutes the entire and exclusive agreement between the parties hereto relating to the subject matter hereof and supersedes all prior arrangements, undertakings, representations and understandings, written or oral, between the parties of their representatives relating thereto. No amendment to this Agreement shall be effective unless it is in writing and executed by the parties hereto.
- 41 The Contractor agree to maintain in force all approvals, licences and permits required by federal, provincial and municipal laws and comply with all applicable federal, provincial and municipal laws while providing the services outlined in this Agreement.
- 42 The Contractor shall be permitted to subcontract all or part of the Services subject to the consent in writing of the City.
- 43 The Contractor agrees to pay all debts and liabilities incurred in the performance of its obligations under this Agreement, including the liability to pay its employees the wages to which they are entitled according to law.
- 44 This Agreement shall be governed by and interpreted in accordance with the laws in force in the Province of Saskatchewan.
- 45 This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
- 46 If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.

THIS AGREEMENT EXECUTED BY:

The City of Regina on _____, 2013

Per: _____ <affix corporate seal>

_____, 2013

Per: _____ <affix corporate seal> If the corporate seal is not affixed, then the Affidavit of Corporate Signing Authority printed on the next page.

Print Name of Signing Authority

Print Title of Signing Authority

AFFIDAVIT OF CORPORATE SIGNING AUTHORITY

CANADA
SASKATCHEWAN

I, _____ of _____,
Print Full Name of Signing Authority

MAKE OATH/AFFIRM AS FOLLOWS:

1. I am a Director or Officer of the The Canadian Corps of Contractor named in the Agreement to which this Affidavit is attached.
2. I am authorized by the The Canadian Corps of Contractor to execute the Agreement without affixing the Corporate Seal of the Corporation.

Sworn/Affirmed before me at _____, _____
on _____, _____, 20____
Month Date

A Notary Public in and for the Province of Saskatchewan
Being a lawyer —or—

My appointment expires:

Signature of Signing Authority

SCHEDULE A: MINIMUM SERVICE LEVELS

SCHEDULE B: RATES

SCHEDULE C: PERSONNEL REQUIRED

RFP #2156 – Parking Enforcement Services
Submission Deadline: 2:00 p.m., C.S.T., on May 31, 2013

This Appendix (Appendix C) has been designed to assist Proponents in submitting a complete Proposal, however, it is the responsibility of each Proponent to ensure that all necessary information is included in their Proposal.

Proponents Checklist

All Proposals shall be submitted in the format identified in Section F, Contents of Proposal.

- Cover Letter Yes____ No____
- Response to Scope of Services and Requirements Yes____ No____
- Operating Plan Yes____ No____
- Experience Yes____ No____
- Completed and signed Submission Form-Appendix A Yes____ No____
- Acknowledgement of receipt of addendums Yes____ No____
- References Yes____ No____
- One (1) unbound original signed Proposal in paper form Yes____ No____
- Six (6) hard copies of Proposal in paper form Yes____ No____

Proponent Information (Please Print)

Company Name:	
Address:	Contact:
	Phone:
City: Province:	Fax:
Postal Code:	Email:

Addenda

The proponent acknowledges the following Addenda have been received. The modifications to the proposal documents noted therein have been considered and the effects are included in the price.

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Declaration

- a) The Proponent declares that it has obtained and read the RFP documents.
- b) The Proponent declares that it will comply with all of the rules and regulations of the RFP.
- c) The Proponent declares that all information, which it has provided or will provide to the City during the RFP process, is true.
- d) The Proponent declares that if its proposal is considered for award, it will supply the City with a copy of their Insurance Certificate meeting the insurance requirements outlined in the Contract appended to the RFP as Appendix B.
- e) The Proponent declares that if its proposal is considered for award, it will, supply the City with a copy of the Letter of Good Standing from the Saskatchewan Workers Compensation Board indicating that the Proponent is registered and in good standing with the Saskatchewan Workers Compensation Board.
- f) The Proponent acknowledges and accepts the Contract Terms.

This Proposal is irrevocable, made for good consideration and acceptance thereof by the City of Regina, and shall be binding on the undersigned from the date of acceptance.

SIGNED, SEALED AND DELIVERED

this _____ day of _____ A.D., 2013.

(Seal)

Signature of Proponent

Name and Title (Please Print)

OR, In the case of an individual or individuals:

Signature of Proponent

Signature of Witness

Name and Title (Please Print)

Name of Witness (Please Print)

Signature of Proponent

Signature of Witness

Name and Title (Please Print)

Name of Witness (Please Print)

Proposed Prices

The proposed Prices herein shall be the hourly rate for all the Services in Canadian Funds, excluding applicable taxes, to be performed as per the Contract Terms and Conditions of Proposal as outlined in the RFP. The submission of Prices shall be:

ITEM	DESCRIPTION	UNIT	APPROX. ANNUAL HOURS	HOURLY RATE FOR TERM ONE	HOURLY RATE FOR TERM TWO	HOURLY RATE FOR TERM THREE
REGULAR WEEKLY SHIFTS						
1	Site Coordinator 0800 - 1700 (Monday to Friday)	Hour	1992	\$	\$	\$
2	Patrol Supervisor 0700 - 1530 (Monday to Friday)	Hour	2088	\$	\$	\$
3	Patrol Supervisor 1530 - 2400 (Monday to Friday)	Hour	2088	\$	\$	\$
4	Patrol Supervisor 0900 - 1730 (Saturday and Sunday)	Hour	832	\$	\$	\$
5	Mobile Patrol Officer 0700 - 1530 (Monday to Friday)	Hour	5976	\$	\$	\$
6	Mobile Patrol Officer 0930 - 1800 (Monday to Friday)	Hour	5976	\$	\$	\$
7	Mobile Patrol Officer 1530 - 2400 (Monday to Friday)	Hour	5976	\$	\$	\$
8	Mobile Patrol Officer 0900 - 1730 (Saturday and Sunday)	Hour	260	\$	\$	\$
9	Urban Patrol Officer 0900 - 1800 (Monday to Friday)	Hour	17928	\$	\$	\$
10	Urban Patrol Officer 0830 - 1730 (Saturday)	Hour	1664	\$	\$	\$
11	Enforcement Scheduler 1530 - 2400 (Monday to Friday)	Hour	2088	\$	\$	\$
12	Enforcement Scheduler 0900 - 1730 (Saturday and Sunday)	Hour	832	\$	\$	\$
SEASONAL SHIFTS						
13	Patrol Supervisor 0500 - 1100 (Monday to Friday)	Hour	240	\$	\$	\$
14	Mobile Patrol Officer 0500 - 1100 (Monday to Friday)	Hour	240	\$	\$	\$
15	Urban Patrol Officer 0500 - 1100 (Monday to Friday)	Hour	720	\$	\$	\$
EVENT SHIFTS						
16	Patrol Supervisor (Varies - approximately 5 hours per shift)	Hour	50	\$	\$	\$
17	Urban Patrol Officer (Varies - approximately 5 hours per shift)	Hour	150	\$	\$	\$



City of Regina

Request for Proposals

Parking Enforcement and Enforcement Scheduling Services RFP #2156

Addendum/Clarification #1

This Addendum/Clarification shall be incorporated into the Request for Proposal and shall form part of the contract documents.

May 24, 2013

Clarifications to RFP: The following is a list of Proponent submitted questions and the associated City of Regina response. Firm names have been removed however the wording of the questions is otherwise identical as received.

Question 1:

On Page 14 paragraph 1(f), could you please clarify what "Assisting with the enforcement of unpaid parking tickets" entails?

Answer 1:

This could be assisting to locate vehicles that have enforcement action initiated either through regular mobile or foot patrols, user of licence plate recognition or locations determined by Contract Administrator. This could also involve using immobilization devices such as booting, should the City decide to implement such a program (please note, the City does not currently immobilize vehicles). It will also involve the seizing of vehicles for unpaid tickets following current tow practices for vehicles illegally parked on the right of way.

Question 2:

On Page 17 paragraph 5(a) states five on street training shifts and paragraph 5(b) states three on street training shifts. Could you please clarify if 5(a) is simply a typing error?

Answer 2:

There are 3 on-site (office) training shifts followed by a test. If the potential patrol officer passes the test, they are partnered with an experienced patrol officer for up to 5 on-street (field) shifts. Someone may only require 1 on-street shift and someone else may require all 5 shifts. Regardless of how many on-street shifts, the successful proponent may only provide invoices for the 3 on-site (office) courses.

There is a mix of office/book training (3 days) followed by field training (5 days) should they pass the test. They can only invoice for the former, not the latter and only after the individual has been working on-site for 90 days.

Question 3:

On Page 17 paragraph 4(h) mentions Standard Operating Procedures, is this referring to the Post Orders on site?

Answer 3:

The Standard Operating Procedures refers to the procedures developed by the Contract Administrator for the provision of enforcement and scheduling services. The successful proponent may want "post orders" or something similar, but any such orders are expected to be aligned with the Standard Operating Procedures.