



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 303-2020

**PROVISION OF LIENS AND SEIZURE SERVICES FOR THE WINNIPEG PARKING
AUTHORITY**

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

- Form A: Bid/Proposal
- Form B: Prices

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	2
B6. Substitutes	2
B7. Proposal Submission	3
B8. Proposal	3
B9. Prices	4
B10. Experience of Proponent and Subcontractors (Section C)	4
B11. Experience of Key Personnel Assigned to the Project (Section D)	5
B12. Operating Plan (Section E)	5
B13. Disclosure	6
B14. Conflict of Interest and Good Faith	6
B15. Qualification	7
B16. Opening of Proposals and Release of Information	8
B17. Irrevocable Offer	9
B18. Withdrawal of Offers	9
B19. Interviews	9
B20. Negotiations	9
B21. Evaluation of Proposals	9
B22. Award of Contract	10

PART C - GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Services	1
D3. Cooperative Purchase	1
D4. Definitions	2
D5. Contract Administrator	2
D6. Contractor's Supervisor	2
D7. Notices	3

Submissions

D8. Authority to Carry on Business	3
D9. Safe Work Plan	3
D10. Insurance	3
D11. Contract Security	4
D12. Subcontractor List	5

Schedule of Work

D13. Commencement	5
D14. COVID-19 Schedule Delays	5

Control of Work

D15. The Workplace Safety and Health Act (Manitoba) – Qualifications	6
D16. Safety	6
D17. Winnipeg Climate Action Plan and Annual Fuel Reporting	6

Measurement and Payment

D18. Invoices	7
D19. Payment	7
D20. Payment Schedule	7

Warranty

D21. Warranty	8
Form H1: Performance Bond	9
Form H2: Irrevocable Standby Letter of Credit	11
Form J: Subcontractor List	14

PART E - SPECIFICATIONS

General

E1. Applicable Specifications	1
E2. Services	1
E3. File Extensions	3
E4. Order of Payment	4
E5. Reporting	5
E6. Schedule A – Location Of Customers Outside Of Winnipeg	5

PART F - SECURITY CLEARANCE

F1. Security Clearance	1
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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF LIENS AND SEIZURE SERVICES FOR THE WINNIPEG PARKING AUTHORITY

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, October 30, 2020.

B2.2 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 D5.1.

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

B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

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

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

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

B4. CONFIDENTIALITY

B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

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

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

B5. ADDENDA

- B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D5.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Proponent shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.

- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B21.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal;
 - (b) Form B: Prices.
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponents and Subcontractors (Section C) in accordance with B10; and
 - (b) Experience of Key Personnel (Section D), in accordance with B11; and
 - (c) Operating Plan (Section E) in accordance with B12
- B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution
- B7.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B7.6.1 Proposals will **only** be accepted electronically through MERX.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).
- B7.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL

- B8.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.

- B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B8.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. PRICES

- B9.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 Notwithstanding C12.2.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B9.4 Where applicable, payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)

- B10.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subcontractors in providing services on up to three contracts of similar complexity, scope and value.

B10.2 For each contract listed in B10.1(a), the Proponent should submit:

- (a) description of the contract;
- (b) role of the contractor; and
- (c) reference information (two current names with telephone numbers per contract).

B10.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.

B10.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subcontractors.

B11. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

B11.1 Submit the experience and qualifications of the Key Personnel assigned to the Contract with similar complexity, scope and value. Include job title, years of experience in current position and years of experience with existing employer.

B11.2 For each person identified, list at least two comparable contracts in which they have played a similar role. If a contract selected for a key person is included in B10, provide only the contract name and the role of the key person. For other contracts provide the following:

- (a) Description of contract;
- (b) Role of the person; and
- (c) Reference information (two current names with telephone numbers per project).

B12. OPERATING PLAN (SECTION E)

B12.1 Describe your firm's contract management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Contract.

B12.2 The operating plan should indicate how the Proponent will meet the requirements of the Contract, providing, but not limited to, the following information:

- (a) Account & Lien Administration:
 - i. Delivery of the lien notice;
 - ii. Policy on timelines for allowing response to lien notice;
 - iii. Methods of locating customer when initial lien notice delivery is unsuccessful;
 - iv. Methods of payment of account available to customer;
 - v. Process for remitting funds to the WPA;
 - vi. Policy on provision of payment plans to customers; and
 - vii. Plan to ensure that payment of account is completed within one (1) year validity period of lien;
- (b) Issuance of Warrant:
 - i. Timeframe from expiration of time to pay as outlined on lien notice and issuance of the warrant;
 - ii. Plan for delivery of warrants to WPA for signature;
 - iii. Plan for adjustment of account information where additional fees are added;
- (c) Seizure of the Vehicle:
 - i. Plan for employment of Bailiff(s) in the vehicle seizure process;
 - ii. Plan for search for, and location of, vehicle(s) under warrant;

- iii. Policy on contact with the registered owner of the vehicle (ROV) upon seizure of vehicle prior to towing and storage;
- (d) Towing & Storage:
 - i. Location and security features of storage facilities;
 - ii. Outline of ease of accessibility of storage facility for general public, including but not limited to hours of operation; and
 - iii. Methods of payment of account available to customer at storage facility.
- (e) Auction:
 - i. Timeline for auction of vehicle after seizure;
 - ii. Methods of informing WPA and ROV of pending auctions; and
 - iii. Summary of information provided to WPA upon auction of a vehicle.
- (f) A breakdown of individual fees for actions carried out as part of the items outlined in Form B: Prices

B12.3 For each person identified in B11.1, list the percent of the person's time to be dedicated to the Scope of Services identified in D2.

B13. DISCLOSURE

B13.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B13.2 The Persons are:

- (a) N/A

B14. CONFLICT OF INTEREST AND GOOD FAITH

B14.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B14.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

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

B14.3 In connection with its Proposal, each entity identified in B14.2 shall:

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

B14.4 Without limiting B14.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B14.5 Without limiting B14.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B14.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B14.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B15. QUALIFICATION

B15.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B15.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

B15.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
- (d) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F -

B15.4 Further to B15.3(c), the Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Proponent/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
 - i. a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - ii. a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).

B15.5 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.

B15.6 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B16.1 Proposals will not be opened publicly.

B16.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.

B16.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B16.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B16.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B17. IRREVOCABLE OFFER

- B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B18. WITHDRAWAL OF OFFERS

- B18.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

B19. INTERVIEWS

- B19.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B20. NEGOTIATIONS

- B20.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B20.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B20.3 If, in the course of negotiations pursuant to B20.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B21. EVALUATION OF PROPOSALS

- B21.1 Award of the Contract shall be based on the following evaluation criteria:
- | | |
|--|-------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B15: | (pass/fail) |
| (c) Total Bid Price; (Section B) | 40% |
| (d) Experience of Proponent and Subcontractor; (Section C) | 10% |
| (e) Experience of Key Personnel; (Section D) | 10% |
| (f) Operating Plan. (Section E) | 40% |
- B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

- B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.
- B21.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B21.5 Further to B21.1(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.
- B21.5.1 Further to B21.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B21.6 Further to B21.1(d), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B10.
- B21.7 Further to B21.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor personnel on Projects of comparable size and complexity, in accordance with B11.
- B21.8 Further to B21.1(f), Operating Plan will be evaluated considering your firm's understanding of the City's Contract, contract management approach and team organization, in accordance with B12.
- B21.9 Notwithstanding B21.1(d) to B21.1(f), where Proponents fail to provide a response to B7.2(a) to B7.2(c), the score of zero may be assigned to the incomplete part of the response.
- B21.10 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.
- B21.11 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B21.12 This Contract will be awarded as a whole.

B22. AWARD OF CONTRACT

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

- B22.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B22.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B22.4.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B22.5 Following issuance of the award letter a document package comprising the Contract Documents will be provided to the successful Proponent electronically.
- B22.6 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B22.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF SERVICES

D2.1 The Work to be done under the Contract shall consist of the provision of liens and seizure services for the Winnipeg Parking Authority for the period from January 1, 2021 until December 31, 2021, with the option of five (5) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Proponent within sixty (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Proponent as a result of such negotiations.

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

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

D2.2 The Work shall be done on an "as required" basis during the term of the Contract.

D2.2.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

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

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

D3. COOPERATIVE PURCHASE

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

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

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

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

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

- D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
 - (b) a participant may specify a duration of contract shorter than the duration of this Contract;
 - (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
 - (d) any additional delivery charge identified and accepted in accordance with clause D3.4 and D3.5 will apply.
- D3.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.
- D3.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D4. DEFINITIONS

- D4.1 When used in this Request for Proposal:
- (a) **"Proponent"** means any Person or Persons submitting a Proposal for Services;
 - (b) **"Daily Storage Fee"** means the fee charged for one Calendar Day (or portion thereof) of storage of a vehicle in the Contractor's secure compound;
 - (c) **"Seizure"** means the attendance of the Bailiff to the location of a vehicle listed in a Warrant to Seize and taking control of that vehicle, up to and including hooking up the vehicle for towing;
 - (d) **"Towing"** means the transport of a vehicle which has been seized by a Bailiff from the location of seizure to the Contractor's secure compound.

D5. CONTRACT ADMINISTRATOR

- D5.1 The Contract Administrator is:
Liubov Gavrilova-Crozier, CPA, CA
Manager of Finance, Winnipeg Parking Authority
Telephone No. 204- 806-4600
Email Address.: lgavrilova-crozier@winnipeg.ca
- D5.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D6. CONTRACTOR'S SUPERVISOR

- D6.1 Further to C6.22, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.
- D6.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D6.2.1 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.

D7. NOTICES

D7.1 Except as provided for in C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.

D7.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D7.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D4.

D7.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D9. SAFE WORK PLAN

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

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

D9.3 Notwithstanding B15.4 at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work

D10. INSURANCE

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

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability, non-owned

automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;

- (b) Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (c) Standard Garage Automobile Liability policy providing coverage for customers automobiles with the minimum limits as follows:
 - i. Third Party Liability in the amount of at least two million dollars (\$2,000,000)
 - ii. Collision or Upset of customers vehicles in the care, custody, and control of the Contractor in the amount of at least seventy-five thousand dollars (\$75,000) any one automobile
 - iii. Specified Perils of customers vehicles in the amount of at least five hundred thousand dollars (\$500,000), coverage to also include open lot pilferage endorsement
- (d) Crime coverage for employee dishonesty, with a third party extension, in the amount of one hundred thousand dollars (\$100,000) covering all of the contractors' employees, agents and subcontractors in providing the services, for any loss of money or other property caused by the fraudulent or dishonest act, or acts, of the Contractor, Contractors' employees, agent or subcontractor.

D10.2 Deductibles shall be borne by the Contractor.

D10.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D10.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D10.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D11. CONTRACT SECURITY

D11.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract security until the expiration of the warranty period in the form of:

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

D11.1.1 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:

- (a) the version submitted by the Contractor must have valid digital signatures and seals;
- (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital

signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.

- (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
- (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D11.1.1(b).

D11.1.2 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in its discretion, exercised reasonably, allows.

D11.1.3 Digital bonds passing the verification process will be treated as original and authentic.

D11.1.4 Where the contract security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as contract security.

D11.2 The Contractor shall provide the City Solicitor with the required contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

D12. SUBCONTRACTOR LIST

D12.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site.

SCHEDULE OF WORK

D13. COMMENCEMENT

D13.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D13.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - i. evidence of authority to carry on business specified in D8;
 - ii. evidence of the workers compensation coverage specified in C6.14;
 - iii. the Safe Work Plan specified in D9;
 - iv. evidence of the insurance specified in D10;
 - v. the contract security specified in D11;
 - vi. the Subcontractor list specified in D12.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D14. COVID-19 SCHEDULE DELAYS

D14.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health

authorities and various levels of government and in close consultation with the Contract Administrator.

- D14.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D14.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D14.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D14.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D14.5 The Work schedule, will be adjusted to reflect delays accepted by the Contract Administrator.
- D14.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

CONTROL OF WORK

D15. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D15.1 Further to B15.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B15.4.

D16. SAFETY

- D16.1 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.
- D16.2 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.
- D16.3 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;
 - (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
 - (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
 - (f) fire hazards in or about the Work are eliminated.

D17. WINNIPEG CLIMATE ACTION PLAN AND ANNUAL FUEL REPORTING

- D17.1 The Contractor shall submit to the Contract Administrator for approval no later than three (3) months following the end of the Contract, a detailed report (for the reporting period January 1st and December 31st of each calendar year) that includes accurate quantities of each type of fuel

consumed for motor vehicles and equipment used in performing the Work, including the following details:

- D17.2 Total fuel use (in litres) for each fuel type consumed, sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable)
- D17.3 If fuel use (in litres) is not available – total vehicle kilometers travelled, sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable).
- D17.4 If fuel use (in litres) and vehicle kilometers travelled are not available – total vehicle usage (in hours), sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable).
- D17.5 Any other information requested by the Contract Administrator.
- D17.6 The City will use the reports to track and report on total greenhouse gas production from vehicle use in both City operations and City contracted services. This initiative aims to reduce air pollution and the production of greenhouse gas emissions while demonstrating the City's commitment to environmental sustainability in implementing the Winnipeg Climate Action Plan.

MEASUREMENT AND PAYMENT

D18. INVOICES

- D18.1 Further to C12, the Contractor shall submit an invoice for each portion of work performed to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: 204- 949-0864
Send Invoices to CityWpgAP-INVOICES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca

- D18.2 Invoices must clearly indicate, as a minimum:
 - (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of work performed;
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Contractor's GST registration number.
- D18.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D19. PAYMENT

- D19.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D20. PAYMENT SCHEDULE

- D20.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D21. WARRANTY

D21.1 Notwithstanding C13, Warranty does not apply to this Contract.

FORM H1: PERFORMANCE BOND
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____.)

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

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

RFP NO. 303-2020

PROVISION OF LIENS AND SEIZURE SERVICES FOR THE WINNIPEG PARKING AUTHORITY

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

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

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

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

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

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

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(CONTRACT SECURITY)
(See D11)**

(Date)

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

RE: CONTRACT SECURITY – RFP NO. 303-2020

PROVISION OF LIENS AND SEIZURE SERVICES FOR THE WINNIPEG PARKING AUTHORITY

Pursuant to the request of and for the account of our customer,

(Name of Contractor)

(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

_____ Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

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

(Address)

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

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

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

(Date)

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

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

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

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.

E2. SERVICES

- E2.1 The Contractor shall provide services in accordance with the requirements hereinafter specified provide offsite comprehensive end to end fully outsourced fine recovery services for the City of Winnipeg Parking Authority to enforce city by-laws and policies regarding parking activities in accordance with the requirements hereinafter specified.
- E2.2 All parking related penalty notices are issued and enforced under the Municipal By-Law Enforcement Act (MBEA) and the Provincial Offences Act (POA). All vehicles apprehended in contravention of the Acts are ticketed and the registered owners of these vehicles are required to pay the set fine. If a person to whom parking penalty notice is issued does not take appropriate steps identified in the MBEA within appropriate time frame, the administrative penalty set out in the final notice is immediately due and payable to the City.
- E2.3 To consolidate this collection effort, the Winnipeg Parking Authority is seeking a Contractor to perform the following activities in recovery of outstanding fines.
- E2.4 Effect Service of a Lien - When a registered owner of a motor vehicle has an outstanding account with the Winnipeg Parking Authority, the account will be singled out for collection; the Winnipeg Parking Authority registers a Lien under the MBEA, the POA and the Personal Property Security Act and applies a processing fee to the account holder in accordance with the Acts. The Winnipeg Parking Authority will then provide the Contractor with the full name, most recent address and vehicle registration information of the vehicle owner as obtained from the Provincial vehicle registration database (Manitoba Public Insurance). The Contractor will produce a "Notice of Lien" (precedent copy will be provided) and ensure the notice is delivered to the last known address of the registered owner of the vehicle in accordance to the POA. Service to this address by regular mail (and not Personal Service to the registered owner) is sufficient under the Provincial Offences Act.
- (a) Before account is placed under the lien, WPA will review the condition of the vehicles available to be liened for each registered owner. If a vehicle is older than seven (7) years, WPA will discuss it with the Contractor to determine approximate value of the vehicle and will make its decision as to place under lien or not considering the approximate value of the vehicle.
 - (b) Before account is placed under the lien, WPA will also consider the location of the registered owner, as noted in Schedule A.
 - (c) Before account is placed under the lien, WPA will send a list of anticipated liens to the Contractor who will review the list within three (3) Business Days and inform WPA if vehicles noted on the list have been previously seized by the Contractor under the Garage Keepers Act and are impounded at the Contractor's storage yard at the time the lien is considered. WPA will confirm whether or not it will place account under the lien.
- E2.5 Notify the Winnipeg Parking Authority of the Lien - An Affidavit of Service will be completed by the delivery individual attesting to the completion of the task (precedent copy will be provided) and the affidavit will be "electronically scanned" and retained in the customer file commenced by

the Contractor. The Contractor will forward, through electronic means, a scanned copy of the originally signed affidavit of service within five (5) Business Days to the Contract Administrator.

- E2.6 Accept Payment when Offered – The Contractor will accept payment for fines and fees directly, and will remit, on a weekly basis, the total value of outstanding fines, or portions thereof which exceed \$200, to the Winnipeg Parking Authority. If the registered owner attends to the Winnipeg Parking Authority office to make payment, the Winnipeg Parking Authority shall advise the registered owner that payment is only accepted at the location specified on the Notice of Lien.
- E2.7 Issue a Warrant to Seize – Where payment of fines and fees is not received, on the 16th Business Day following that date of Lien service, the Contractor shall produce a “Warrant to Seize” personal property (a vehicle) from the offended in lieu of the fine and fee payment (sample copy will be provided) and will arrange for execution of the warrant. The Contractor will then appoint a Bailiff to complete the seizure/recovery and tow the vehicle to the Contractor’s storage facility. In cases where the asset is not located the Contractor will use its resources to skip trace/engage third party skip tracers to support the recovery process. The Contractor will notify the Winnipeg Parking Authority immediately upon seizure/recovery of the subject vehicle. The vehicle will be transported to an area of the Contractor’s choosing where it can be securely stored and the debtor is provided with the opportunity to redeem. The storage area must be well lit, safe and secure to prevent damage to vehicles or any personal safety threat to a vehicle owner seeking to recover his vehicle.
- E2.8 Facilitate Recovery - If the registered owner wishes to redeem the vehicle, the Contractor will accept payment of all fines and related fees and release the vehicle with all paperwork in accordance with the Acts. The Contractor shall notify Winnipeg Parking Authority immediately upon release of the vehicle.
- E2.9 Sale of the Vehicle – If the registered owner does not clear the outstanding account and redeem the vehicle, and after the prescribed waiting period as required by legislation, the Contractor will facilitate sale of the vehicle at public auction. The Contractor will arrange to have the vehicle delivered to the auction site along with all the notifications required as prescribed by the legislation. Upon successful sale of the vehicle the Contractor will disburse sufficient funds to the Winnipeg Parking Authority to settle the fine portion of the debt, and retain sufficient funds as the Contractor requires to pay service expenses. If the sale of the vehicle fails to recover sufficient funds to pay the outstanding account with the Winnipeg Parking Authority, the Contractor will pay out the proceeds of the auction in accordance with E4 and contact the Winnipeg Parking Authority to determine if there are additional vehicles against which a lien can be registered or to receive instructions to close the file. If there are no other vehicles currently under lien, WPA must discharge the lien. If there is more than one vehicle under lien, WPA can do a change statement and removed the vehicle that is being sold.
- E2.10 The following actions will form part of the services under the Contract:
- (a) Account & Lien Administration – receipt of the file, generation of Notice of Registration of Lien, service of Notice on the account holder, preparation of Affidavit of Service, processing of payment (where applicable) and closure of account;
 - (b) Issuance of Warrant to Seize for accounts located within the Perimeter and Schedule A – preparation of Warrant to Seize and arranging execution of same by designated Winnipeg Parking Authority staff member;
 - (c) Issuance of Warrant to Seize for accounts located outside the Perimeter and Schedule A – preparation of Warrant to Seize and arranging execution of same by designated Winnipeg Parking Authority staff member;
 - (d) Seizure of Vehicle – location of vehicle and seizure by Bailiff;
 - (e) Towing & Storage – towing of vehicle to, and storage in, the Contractor’s secure compound until the account is paid or auction of the vehicle occurs; and
 - (f) Auction – arranging notification of auction and engaging auctioneer to sell the seized vehicle.

- E2.11 eForm B: Prices is to be completed based on the following actions which may form part of the work under the Contract:
- (a) Account & Lien Administration only – where account is paid in full after service of the Notice of Lien and prior to Execution of Warrant to Seize or where no further action is taken prior to file closure;
 - (b) Issuance of Warrant for accounts located within the Perimeter and Schedule A – file is opened, Notice of Lien is served and Warrant to Seize is executed. Account is paid prior to Bailiff effecting seizure of the vehicle. The Contractor will have to provide proof that attempts to locate the vehicle were made by the Bailiff between execution of the Warrant to Seize and payment of the account;
 - (c) Issuance of Warrant for accounts located outside the Perimeter and Schedule A – file is opened, Notice of Lien is served and Warrant to Seize is executed. Account is paid prior to Bailiff effecting seizure of the vehicle. The Contractor will have to provide proof that attempts to locate the vehicle were made by the Bailiff between execution of the Warrant to Seize and payment of the account;
 - (d) Seizure of the Vehicle – file is opened, Notice of Lien is served, Warrant to Seize is executed, vehicle is located and Bailiff attends to the vehicle and effects seizure of the vehicle. Payment of the Account is made before the vehicle is towed to the Contractor's secure compound;
 - (e) Towing & Storage – file is opened, Notice of Lien is served, Warrant to Seize is executed, vehicle is located and Bailiff attends to the vehicle and effects seizure of the vehicle. Payment of the Account is made after the vehicle is towed to the Contractor's secure compound. Form B pricing should be based on ten (10) Calendar Days storage of the vehicle;
 - (f) Auction – file is opened, Notice of Lien is served, Warrant to Seize is executed, vehicle is located and Bailiff attends to the vehicle and effects seizure of the vehicle. Vehicle is auctioned after the required twenty-one (21) Calendar Day waiting period;
 - (g) Towing of the vehicle back to the Perimeter - file is opened, Notice of Lien is served, Warrant to Seize is executed, vehicle is located outside of the Perimeter and Bailiff attends to the vehicle and effects seizure of the vehicle. Payment of the Account is made after the vehicle is towed to the Contractor's secure compound.
 - (h) Reminder letter delivery to the Registered owner outside the Perimeter and Schedule A - file is opened, Notice of Lien is served, no further communications received from the registered owner.
 - (i) Administration one-time fee for a payment plan set up - file is opened, Notice of Lien is served and registered owner is unable to pay balance owing in full with one payment. In this case a payment plan may be set up. Payment plan cannot exceed one year from the date of executing Warrant to Seize. Decision to set up a payment plan is left for contractor's discretion.
 - (j) Payment plan credit card transactions – file is opened, Notice of Lien is served, registered owner is unable to pay balance owing in full with one payment and payment plan is set up and registered owner choses to pay, using credit card.
- E2.12 Should a scenario not outlined above occur, the fees will be determined through agreement between the Winnipeg Parking Authority and the Contractor. Bidders may include the prices for each individual action outlined in E2.11 in their Operating Plan, but they will not form part of the evaluation of the Total Bid Price.

E3. FILE EXTENSIONS

- E3.1 Where a Lien has been in place for one year, the Winnipeg Parking Authority may extend the Lien, considering the age and condition of available vehicles, and invoice the cost of the extension to the Contractor unless:

- (a) The Contractor can provide proof that active efforts have been made to locate and effect seizure of the vehicle; and
- (b) That the requirement for the extension is due to circumstances beyond their control.

E3.2 WPA may consider the following when confirming the lien extension:

- (a) Was initial lien served?
- (b) Has the registered owner moved? Does WPA have updated address?
- (c) What is location of the registered owner?

E4. ORDER OF PAYMENT

E4.1 Where partial payments are made to the Contractor prior to seizure of the vehicle, the following order of payment shall be adhered to:

- (a) Outstanding Fine account from WPA, with payments applied against the oldest remaining fines first until all fines are paid in full;
- (b) Bailiff Fees; and
- (c) File Administration fees.

E4.2 Where payment is made after seizure, impoundment and auction of a vehicle, the following order of payment shall be adhered to:

- (a) Auction Fees;
- (b) Outstanding Fine account from WPA, with payments applied against the oldest fines first;
- (c) Storage fees to a maximum of twenty-one (21) Calendar Days;
- (d) Bailiff Fees; and
- (e) File Administration fees.

E4.3 Where the proceeds of an auction are in excess of the fees noted in E4.2(a) to E4.2(e), the surplus shall be transferred to the Winnipeg Parking Authority for refund to the account holder.

E4.4 File return fees for files within the Perimeter and as noted in Schedule A. When lien has expired and is not renewed due to no active vehicle, up-to-date address and other reasons, Winnipeg Parking Authority will pay fifty dollars (\$50.00) flat fee if Contractor is able to maintain at least 80% overall collection rate. If collection rate goes up to 90% or higher, flat fee is \$75/file. If collection rate falls below 80% no fees are paid.

E4.5 File return fees for files outside the Perimeter and as noted in Schedule A. When lien has expired and is not renewed due to no active vehicle, up-to-date address and other reasons, Winnipeg Parking Authority will pay fifty dollars (\$50.00) flat fee if Contractor is able to maintain at least 70% overall collection rate. If collection rate goes up to 80% or higher, flat fee is \$75/file. If collection rate falls below 70% no fees are paid.

E4.6 Collection rate is calculated by dividing total parking fines collected/paid on the accounts placed under lien over the dollar value of all accounts placed under lien and given to the Contractor from the start of the contract, for each category. For example, from the inception of the contract WPA placed 100 accounts with dollar value of \$1,000 under lien and transferred files over to the Contractor. All accounts are within the Perimeter and Schedule A. From the inception of the Contract, Contractor was able to collect \$800 worth of fines, then collection rate is $\$800/\$1,000 = 80\%$. Collection rate calculation is maintained and collection rate is determined by WPA and details can be provided to the Contractor upon request.

E4.7 Contractor is to submit invoices quarterly for the files returned for the quarter in question. All invoices for files returned during the contract year must be submitted within the Contract year and no later than sixty (60) Calendar days after the end of each contract year. Late invoices submitted outside of this period will not be paid.

E4.8 Notwithstanding E4.4 and E4.5 no fees are paid for the files where the registered owner has deceased, moved to a different Province or whose vehicle was sold by the Contractor or its subcontractor under the Garage Keepers Act.

E5. REPORTING

E5.1 The Contractor will be required to provide reporting to the WPA in electronic format as outlined below. This report is to be provided on a quarterly basis, no later than fifteen (15) Calendar Days after the end of the quarter and any time before lien extension is considered:

- (a) Status of the file: liens serviced, accounts paid, notice of warrants served as noted in Appendix A. File UID, date placed under lien and amount owed to WPA will be provided at the time lien is placed and file is transferred to the Contractor; and
- (b) Payment plan details as shown in Appendix B. File UID and amount owing to WPA will be provided at the time lien is placed and file is transferred to the Contractor.

E6. SCHEDULE A – LOCATION OF CUSTOMERS OUTSIDE OF WINNIPEG

E6.1 Customers located within fifty (50) kilometres from the Perimeter in all directions.

E6.2 List below is an example of towns/municipalities that are located within fifty (50) kilometres from the Perimeter, however it is not meant to be exhaustive.

Birds Hill, MB
Dugald, MB
East St. Paul, MB
Grande Pointe, MB
Headingley, MB
Ile Des Chenes, MB
Lockport, MB
Lorette, MB
Narol, MB
Oakbank, MB
Rosser, MB
St. Adolphe, MB
Stony Mountain, MB
West St. Paul, MB
Stonewall, MB

APPENDIX A

File UID	Date placed under lien	Amount owed to WPA A	Notice of Lien Served Yes/No	Warrant to Seize Notice Served Yes/No	File under payment plan Yes/No	Is vehicle at the compound Yes/No	Has vehicle been released back to registered owner Yes/No/NA A	Amount owing to the Contractor B	Amount paid C	Outstanding amount A+B-C
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APPENDIX B

File UID	Amount owing to WPA	Amount Owing to the Contractor	Payment plan amount	Payment plan frequency	Amount outstanding
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PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at his/her place of residence; or
 - (b) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account:
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity> ; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
 - (d) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- F1.2 The following is a link to information for obtaining the Police Information Check including the Vulnerable Sector screening from the City of Winnipeg Police Service.
<http://winnipeg.ca/police/pr/PIC.stm>
- F1.2.1 The Police Information Check shall include a Vulnerable Sector Screening. This can be obtained by following the link below <http://winnipeg.ca/police/pr/PIC.stm> .
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- F1.3 The original Police Information Check (Form P–612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Police Information Check (Form P–612) to the Contract Administrator.
- F1.4 Prior to the award of Contact, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.5 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.6 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work.