



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 434-2020

PROVISION OF TOWING AND STORAGE OF MOTOR VEHICLES

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. Operation Plan (Section C)	4
B11. Experience of Key Personnel (Section D)	5
B12. Disclosure	5
B13. Conflict of Interest and Good Faith	5
B14. Qualification	6
B15. Opening of Proposals and Release of Information	8
B16. Irrevocable Offer	8
B17. Withdrawal of Offers	8
B18. Interviews	8
B19. Negotiations	8
B20. Evaluation of Proposals	8
B21. Award of Contract	9

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. Towing and Storage Information	2
D5. Definitions	2
D6. Contract Administrator	3
D7. Contractor's Supervisor	3
D8. Notices	3

Submissions

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

Schedule of Work

D13. Commencement	5
D14. COVID-19 Schedule Delays	5
D15. Employee Behavior and Supervision	6
D16. Dispatch Office/Orders	6
D17. Storage Compounds	6
D18. Records	7
D19. Administration Fees	7

Control of Work

D20. The Workplace Safety and Health Act (Manitoba) – Qualifications	7
D21. Safety	7
D22. Winnipeg Climate Action Plan and Annual Fuel Reporting	8

Measurement and Payment

D23. Invoices	8
D24. Payment	9
D25. Payment Schedule	9
D26. Purchasing Card	9

Warranty

D27. Warranty	9
Form H1: Performance Bond	10
Form H2: Irrevocable Standby Letter of Credit	12

PART E - SPECIFICATIONS

General

E1. Applicable Specifications	1
E2. Services	1
E3. Tow Trucks	1
E4. Required Vehicles	1
E5. Vehicles to be Towed	2
E6. Rules of Towing	2
E7. Response Time	3
E8. Interruption of Towing	3
E9. Return of Vehicles	3
E10. Payment from Owner/Driver	4

PART F - SECURITY CLEARANCE

F1. Security Clearance	1
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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF TOWING AND STORAGE OF MOTOR VEHICLES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, August 24, 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 D6.1.

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 D6.

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 B20.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal;
 - (b) Form B: Prices.
- B7.2 The Proposal should also consist of the following components:
- (a) Operating Plan (Section C) in accordance with B10;
 - (b) Experience of Key Personnel (Section D) in accordance with B11.
- B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.5 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 B20.1(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. OPERATION PLAN (SECTION C)

- B10.1 The operating plan should indicate how the proponent will meet the expected towing and storage requirements, paying close attention to the towing and storage volumes in D4.

- B10.2 The Winnipeg Parking Authority towing and storage of motor vehicles:
- (a) Meeting required response times in accordance with (E add correction section) in a minimum of eighty percent (80%) of the tow requests
 - (b) Meeting required storage levels for potential daily maximum volume of vehicles ordered towed, with an expected twenty percent (20%) volume of vehicles not being released within twenty four (24) hours
 - (c) Implementation within 30 days of commencement of work a functional system for the real time notification of tow requests and requirements for real time notification of arrival at the compound or the drop point
 - (d) Implementation within 30 days of commencement of the Contract a GPS location tracking of the vehicles being towed by the contractor, with the capability for the WPA to remotely monitor the information in real time.
- B10.3 A spill response and safety plan.
- B10.4 A summary of the proponents experience with and references for similar work.
- B10.5 A summary of the size and capacity of the proponents to carry out the specified level of work which includes, but not limited to:
- (a) A customer service standard;
 - (b) Proof of ownership of equipment or an acceptable form of proof the proponent has exclusive access to all the required towing equipment essential to the completion of the work;
 - (c) A summary of the vehicle compound(s) the proponent intends to use in fulfillment of the requirement of the Contract including the number of vehicles that can be stored. Where the proponent proposes to add additional capacity to meet the requirements , they must provide evidence od guaranteed access to the required resources and plan to bring these resources within the requirements of the contract and applicable zoning requirements, within thirty (30) days of the award of the contract as part of the facility inspection process.

B11. EXPERIENCE OF KEY PERSONNEL (SECTION D)

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

B12. DISCLOSURE

- B12.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

- B12.2 The Persons are:
- (a) N/A

B13. CONFLICT OF INTEREST AND GOOD FAITH

- B13.1 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.
- B13.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:
- (a) other commitments;
 - (b) relationships;

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

B13.3 In connection with its Proposal, each entity identified in B13.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the 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.

B13.4 Without limiting B13.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B13.5 Without limiting B13.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B13.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B13.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B14. QUALIFICATION

B14.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
 - (b) be financially capable of carrying out the terms of the Contract; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B14.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
 - (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- B14.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
 - (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
 - (d) upon request of the Contract Administrator , provide the Security Clearances in accordance with PART F - .
- B14.4 Further to B14.3(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/>).
- B14.5 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.
- B14.6 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.

B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B15.1 Proposals will not be opened publicly.
- B15.2 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.
- B15.3 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).
- B15.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.
- B15.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B16. IRREVOCABLE OFFER

- B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such 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.

B17. WITHDRAWAL OF OFFERS

- B17.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

B18. INTERVIEWS

- B18.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B19. NEGOTIATIONS

- B19.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B19.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B19.3 If, in the course of negotiations pursuant to B19.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B20. EVALUATION OF PROPOSALS

- B20.1 Award of the Contract shall be based on the following evaluation criteria:

- | | | |
|-----|--|-------------|
| (a) | compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) | qualifications of the Proponent and the Subcontractors, if any, pursuant to B14: | (pass/fail) |
| (c) | Total Bid Price; (Section B) | 50% |
| (d) | Operating Plan; (Section C) | 45% |
| (e) | Industry Experience of Key Personnel; (Section D) | 5% |
- B20.2 Further to B20.1(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.
- B20.3 Further to B20.1(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.
- B20.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B20.1(a) and B20.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B20.5 Further to B20.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B20.5.1 Further to B20.1(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.
- B20.6 Further to B20.1(d), Operating Plan will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B10.
- B20.7 Further to B20.1(e), Experience of Key Personnel will be evaluated considering the experience and qualifications of Key Personnel as well as other information requested, in accordance with B11.
- B20.8 Notwithstanding B20.1(d) to B20.1(e) where Proponents fail to provide a response to B7.2(a) to B7.2(b), the score of zero may be assigned to the incomplete part of the response.
- B20.9 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B18.
- B20.10 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.
- B20.11 This Contract will be awarded as a whole.
- B21. AWARD OF CONTRACT**
- B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B21.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B21.2.1 Without limiting the generality of B21.2, the City will have no obligation to award a Contract where:

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

- B21.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B21.4 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.
- B21.4.1 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.
- B21.5 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.
- B21.6 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/matmgf/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 towing and storage of motor vehicles for the Winnipeg Parking Authority for the period from November 1, 2020 until October 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 ninety (90) 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 November 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 The Work shall be done on an "as required" basis during the term of the Contract.

D2.1.1 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.

D2.1.2 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.

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. TOWING AND STORAGE INFORMATION

- D4.1 In 2019 the Winnipeg Parking Authority issued parking penalty notices for the following offences for which tows were ordered:
- (a) Morning and Afternoon Rush Hour 9,000;
 - (b) No Stopping/Obstructing 15,000;
 - (c) Special Event and Street work 2,500.
- D4.2 In 2019, the Winnipeg Parking Authority issues penalty notices for the following offences where tows may have or may not have been ordered:
- (a) "No parking" 7000;
 - (b) Parked on a Boulevard 600;
 - (c) Parked in an Intersection 3,800.
- D4.3 Based on average volumes of tows ordered over a rolling seven day period, and taking into account single day maximums for various offences and an 'unclaimed vehicle count' of twenty (20)% per day, the vehicle storage capacity required is two hundred and twenty five (225) vehicles, exclusive of capacity for vehicles which will remain unclaimed for up to sixty (60) days and exclusive of any other storage requirements which the proponent may have:
- (a) The average number of tows ordered per day in 2019 was 106 tows.
- D4.4 Based on the above, the expected number of penalty notices for which tows will be ordered is an approximate of 37,617 annually (less 9 days accounted for statutory holidays). These numbers may be affected based on weather or unforeseen circumstances beyond the control of the City of Winnipeg.

D5. DEFINITIONS

- D5.1 When used in this Request for Proposal:
- (a) "**Proponent**" means any Person or Persons submitting a Proposal for Services;
 - (b) "**Storage**" means a flat rate per vehicle per day for storage of a towed vehicle which shall apply for twenty-four-hour (24) period or any portion thereof commencing when the towed vehicle enters the contractor's storage compound (eg 1.1 actual days may be rounded up to two (2) days for the purpose of calculations);
 - (c) "**Tow Light Vehicle**" means a flat rate per tow for all vehicles of maximum gross vehicle weight not exceeding 4,535 kilograms and shall include payment for all services required, including but not limited to, the actual tow, wheel lift, use of dollies, carrier, disconnection and subsequent reconnection of drive shaft or transmission linkage, and difficult recoveries;
 - (d) "**Tow Medium Vehicles**" means a flat rate per tow for all vehicles of maximum gross weight 4,535 kilograms but not exceeding 11,000 kilograms and shall include payment for all services required, including, but not limited to, the actual tow, wheel lift, use of dollies, carrier, disconnect and subsequent reconnection of drive shaft or transmission linkage, and difficult recoveries;
 - (e) "**Tow Heavy Vehicles**" means a flat rate per tow for all vehicles of maximum gross weight exceeding 11,000 kilograms and shall include payment for all services required including

but not limited to the actual tow, wheel lift, use of dollies, carrier, disconnection and subsequent reconnection of drive shaft or transmission linkage and difficult recoveries.

D6. CONTRACT ADMINISTRATOR

D6.1 The Contract Administrator is:
Ryan Arabsky
Manager of Regulations and Compliance
Telephone No. 204- 391-2827
Email Address.: rarabsky@winnipeg.ca

D6.2 A 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.

D7. CONTRACTOR'S SUPERVISOR

D7.1 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.

D7.2 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.

D7.2.1 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.

D8. NOTICES

D8.1 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.

D8.2 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.

D8.3 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

D9. AUTHORITY TO CARRY ON BUSINESS

D9.1 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.

D10. SAFE WORK PLAN

- D10.1 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.
- D10.2 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>

D11. INSURANCE

- D11.1 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 clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
 - (b) 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 third party automobile liability policy in the amount of at least two million dollars (\$2,000,000). with collision or upset coverage for customers vehicles and equipment in the care, custody, or control of the Contractor in the amount of at least seventy-five thousand dollars (\$75,000.00) per loss with a maximum deductible of one thousand (\$ 1000.00) dollars; and coverage shall also include specified perils in the amount of at least one million dollars (\$ 1,000,000.00) at the contractors location
 - (d) open lot pilferage endorsement with a maximum deductible of one thousand (\$1000.00) dollars.
- D11.2 Deductibles shall be borne by the Contractor.
- D11.3 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.
- D11.4 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.
- D11.5 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.

D12. CONTRACT SECURITY

- D12.1 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 thousand dollars (\$50,000.00) or;

- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty thousand dollars (\$50,000.00) or;
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty thousand dollars (\$50,000.00).

D12.1.1 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.

D12.2 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.

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 D9;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) the Safe Work Plan specified in D10;
 - (iv) evidence of the insurance specified in D11;
 - (v) the contract security 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 where applicable, 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.

D15. EMPLOYEE BEHAVIOR AND SUPERVISION

D15.1 The Contractor shall provide adequate supervision of its employees and shall ensure that all employees conduct themselves in a manner appropriate to people and shall without limitation ensure that employees:

- (a) Behave in a courteous and polite manner (no profanity or excess noise) to City staff, other personnel and citizens;
- (b) Wear a suitable uniform kept in a clean and tidy state;
- (c) Smoking is prohibited within a City facility;
- (d) Obey all posted speed limit and traffic bylaws;
- (e) Use their own radio(s) or telephone/cellular devices necessary for on field communication.

D15.2 The Contractor shall at all times have sufficient personnel with the requisite Security Clearance, with the appropriate driver's license classification, to operate the tow trucks or equipment being contracted.

D16. DISPATCH OFFICE/ORDERS

D16.1 The Contractor(s) shall maintain and operate a dispatch office, twenty-four (24) hours a day, seven (7) days a week, where instructions from the City will be received by radio, telephone, fax or electronic / digital messaging and relayed to tow trucks by radio or electronic / digital messaging.

D16.2 The Contractor shall provide a local Winnipeg telephone number and email at which orders for service may be placed.

D17. STORAGE COMPOUNDS

D17.1 The Contractor shall operate and maintain a vehicle storage compound(s) for the storage of vehicles towed under this Contract. The compound(s) must be located within the boundaries of the City of Winnipeg and within 10 kms of the City downtown core area

D17.2 The compound(s) shall have sufficient space to accommodate the daily maximum number of vehicles on a rolling seven (7) day basis

D17.3 The compound(s) shall have sufficient space to reasonably accommodate the number of vehicle days of storage per year specified on Form B: Prices considering other activities or work which the Contractor or others may be performing at the compound(s).

D17.4 The compound(s) shall be enclosed by a chain link fence two (2) metres in height, topped by one-half (1/2) metre of barbed wire. There shall be only one (1) gate in the fence to provide a means of access from the compound(s) which shall be kept locked at all times when not in use.

D17.5 The compound(s) shall be paved or otherwise hard-surfaced to provide a drivable surface under all weather conditions

D17.6 The compound(s) have artificial lighting sufficient to illuminate the entire compound(s) between sunset and sunrise to assure the safety and security of the premises.

D17.7 The compound(s) shall be open and available twenty-four (24) hours a day, every day, with sufficient staff to operate and maintain it in good order.

D18. RECORDS

- D18.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D18.2 The Contractor shall, on a regular monthly basis review a report provided by the Contract Administrator detailing all Work performed under this Contract. This report shall include the following information for each tow or interrupted tow:
- (a) the license plate number, make, model, and year of the vehicle;
 - (b) the penalty notice number of the penalty notice on the vehicle;
 - (c) the offence listed on the penalty notice on the vehicle;
 - (d) the time, date and location from which the vehicle was towed;
 - (e) the location of the compound to which the vehicle was towed;
 - (f) the time and date at which the vehicle was received at the compound;
 - (g) the name and unit number of the attending tow truck operator.
- D18.3 The Contractor may propose to allow the Contract Administrator remote access to any electronic system used for monitoring and/or controlling the above noted information.

D19. ADMINISTRATION FEES

- D19.1 The Contractor shall submit fee(s) to the City for all tows ordered by the Winnipeg Parking Authority (WPA).
- D19.2 The Administration fee, for all tows requested by the WPA shall be in the following amounts and shall be included in the amount indicated on Form B prices:
- (a) Thirty dollars (\$30.00) per tow of a motor vehicle to the compound;
 - (b) Fifteen dollars (\$15.00) for an interrupted tow.
- D19.3 The Contractor shall, on or before the fifteenth (15th) day of each month, file a report to the City for all motor vehicles towed, during the Calendar month immediately preceding .and shall, at that time, remit to the City the Administration Fee(s) in respect of all applicable tows. The format of the report shall be mutually agreed upon by the Contract Administrator and the Contractor.
- D19.4 If the Contractor fails to remit the Administration Fee to the Winnipeg Parking Authority by the date noted in D19.3, and in accordance with Administration Fees noted in D19.2 the Contractor shall be subject to a penalty of fifty (\$50.00) dollars or two (2%) percent per month, whichever is greater.
- D19.5 If the Contractor does not rectify a late remittance as directed by the Contract Administrator, they will be considered to be in default.

CONTROL OF WORK

D20. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D20.1 Further to B14.4, 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 B14.4.

D21. SAFETY

- D21.1 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.

- D21.2 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.
- D21.3 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.

D22. WINNIPEG CLIMATE ACTION PLAN AND ANNUAL FUEL REPORTING

- D22.1 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:
- D22.2 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)
- D22.3 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).
- D22.4 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).
- D22.5 Any other information requested by the Contract Administrator.
- D22.6 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

D23. INVOICES

- D23.1 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
- D23.2 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.

D23.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D24. PAYMENT

D24.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D25. PAYMENT SCHEDULE

D25.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D26. PURCHASING CARD

only for Standing Orders only. Delete if not a Standing order Contract. The Contractor shall allow Users to charge items to their purchasing cards at no extra cost.

D26.2 The Contractor's credit card website/gateway shall have appropriate current Payment Card Industry Data Security standards (PCI DSS) certification, (<https://www.pcisecuritystandards.org/index.shtml>). The credit card gateway shall meet the credit card data security requirements outlined by the Payment Card Industry Security Standards Council (PCI SSC) for service providers and/or software vendors.

WARRANTY

D27. WARRANTY

D27.1 Notwithstanding C13, Warranty does not apply to this Contract.

FORM H1: PERFORMANCE BOND
(See D12)

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. 434-2020

PROVISION OF TOWING AND STORAGE OF MOTOR VEHICLES

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 D12)**

(Date)

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

RE: CONTRACT SECURITY – RFP NO. 434-2020

PROVISION OF TOWING AND STORAGE OF MOTOR VEHICLES

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 towing and storage for the Winnipeg Parking Authority of motor vehicles within the boundaries of the City of Winnipeg and in accordance with the requirements hereinafter specified.
- E2.2 The Contractor shall within thirty (30) Calendar Days of commencement of Work implement a functional system for the real time notification of tow requests and requirements.

E3. TOW TRUCKS

- E3.1 Tow trucks shall be operated and maintained in accordance with the applicable regulations and legislations.
- E3.1.1 Throughout the term of the Contract, new or existing equipment shall be subject to inspection at the request of the Contract Administrator.
- E3.2 Tow trucks shall be clean and kept neat in appearance
- E3.3 Tow trucks shall be clearly marked on both sides of the vehicle with the company name, address and vehicle identifying number. This shall be clearly legible at all times. The size of the lettering shall not be less than five (5) centimetres in height and width.
- E3.4 Tow trucks shall be equipped with two-way (2) radios and or means to receive electronic / digital messaging for communication between the tow truck and the Contractor's compound and the Contractor's dispatcher
- E3.5 Tow trucks shall be equipped with a set of portable light units with a minimum of fifteen (15) metres of connecting wire which shall be connected to the tail-light, brake lights and signal lights of the tow truck and securely placed on the rear of the towed vehicle, in all cases where the hazard lights of the towed vehicle cannot be activated
- E3.6 Every boom and winch used on a tow truck shall display a capacity rating, certified by the manufacturer thereof or by a person or organization acceptable to the City.

E4. REQUIRED VEHICLES

- E4.1 The Contractor shall at all times, have available at a minimum four (4) medium duty tow trucks:
- (a) Equipped with dual wheels on the rear axle or axels thereof;
 - (b) Having a minimum gross vehicle weight of eleven thousand (11,000) kilograms and;
 - (c) Be a wrecker / wheel lift having all necessary equipment including but not limited to dollies.
- E4.2 The Contractor shall, at all times, have available at a minimum four (4) tilt deck or car carriers:
- (a) Equipped with dual wheels on the rear axle or axles thereof;

- (b) Having a minimum gross vehicle weight of eleven thousand (11,000) kilograms;
 - (c) Having all necessary equipment to secure load to deck including but not limited to chains, straps and binders.
- E4.3 The Contractor shall, have at all times, have available at a minimum twelve (12) tow trucks.
- (a) Equipped with dual wheels on the rear axle or axels thereof;
 - (b) Having a minimum gross vehicle weight of five thousand (5,000) kilograms and;
 - (c) Be a wrecker / wheel lift having all necessary equipment including but not limited to dollies.
- E4.4 The Contractor shall, have at all times, have available at a minimum one (1) heavy duty tow truck.
- (a) Equipped with dual wheels on the rear axle or axels thereof;
 - (b) Having a minimum gross vehicle weight of twenty-two thousand six hundred and eighty (22,680) kilograms.
 - (c) Having a minimum wrecker capacity of thirty-six point three (36.3) tonnes.
- E4.5 The Contractor shall at all times, have available adequate numbers and types of equipment to perform its responsibility under this Contract.

E5. VEHICLES TO BE TOWED

- E5.1 The Contractor shall tow vehicles only as follows:
- E5.2 The Contractor shall tow vehicles that have been issued a penalty notice for illegal parking where the offence notice bears an instruction to tow. Tow truck operators shall tow vehicles upon the specific instruction of a City of Winnipeg Parking Compliance Officer or their authorized issuer of a penalty notice, or upon the incidental sighting of a vehicle so being ticketed.

E6. RULES OF TOWING

- E6.1 The tow truck operator shall verify that the license number of the vehicle and the license number recorded on the parking penalty notice match
- E6.2 The tow truck operator shall thoroughly inspect the vehicle to be towed for occupancy by persons or animals. If the vehicle is occupied by a person, the tow truck operator shall not tow the vehicle but shall immediately notify the Winnipeg Parking Authority and await instructions. If the vehicle is occupied by an animal only, the tow truck operator shall proceed with the tow, but shall notify animal services and WPA prior to commencement of the tow
- E6.3 If the vehicle is unlocked, the tow truck operator shall, where possible, prepare the vehicle for towing by placing the transmission in neutral and disengaging the parking brake and then locking the vehicle. A vehicle will be deemed to be unlocked if a window is open to the extent that an individual may gain access to the interior of the vehicle. If the vehicle is locked or is equipped with an ignition/transmission/steering interlock or similar device, the tow truck operator shall prepare the vehicle for towing by disengaging the external transmission linkages, or by disconnecting the drive-shaft, or by using a dolly. Under no circumstances shall the tow truck operator attempt to gain entry to a locked vehicle. All vehicles shall be locked prior to towing.
- E6.4 The tow truck operator shall remove the penalty notice from the vehicle for safekeeping during the tow and shall replace the penalty notice to its original position on the vehicle upon completion of the tow
- E6.5 The tow truck operator shall, immediately upon commencement of towing, notify the Winnipeg Parking Authority (WPA) dispatch office electronically via real time GPS tracking; the license number, make, model, year and color of the vehicle and specific location which the vehicle is being towed.

- E6.6 Except in cases of an interrupted towing, or as specifically instructed by the City, all vehicles shall be towed to the compound and placed in storage until claimed by the owner/driver
- E6.7 Upon arrival at destination, the tow truck operator shall restore the vehicle to its original condition by reversing any preparatory work such as the disconnection of transmission linkages.

E7. RESPONSE TIME

- E7.1 The Contractor shall perform the Work within five (5) minutes for Rush hour ordered tows in the downtown core, twenty (20) minutes for all other tows;
- E7.2 Response time shall be the total elapsed time from notification of a required tow to the commencement of Work on Site by the tow truck operator.
- E7.3 Where Service cannot be performed in accordance with a request, the Contract Administrator must be notified. If the Contractor fails to notify the Contract Administrator, or perform the Work in accordance with the terms of the Contract, the City may consider the Contractor to be in default.

E8. INTERRUPTION OF TOWING

- E8.1 The tow truck operator shall not complete the towing and storage of a vehicle under the following circumstances:
- (a) if the owner/driver of the vehicle attends the scene and claims the vehicle before any preparation for towing or attachment of the hoist mechanism, the vehicle shall be released to the owner/driver without payment;
 - (b) if the owner/driver of the vehicle attends the scene and claims the vehicle after Work has been performed but before a tow to the compound is completed, the vehicle shall be released to the owner/driver upon payment of half the towing rates applicable to that vehicle;
 - (c) if the owner/driver of the vehicle attends the compound and claims the vehicle before it has arrived and been placed in storage, the vehicle shall be released to the owner/driver upon payment of the full towing rates, but not storage charges.
- E8.2 The tow truck operator shall restore the vehicle to its original condition, by reversing any preparatory work such as the disconnection of transmission linkages, before releasing the vehicle to the owner/driver. No additional payment shall be collected for such Work.

E9. RETURN OF VEHICLES

- E9.1 The Contractor shall keep each of its compounds staffed and open for business twenty-four (24) hours every day so that the owner/driver of a stored vehicle may regain possession of his vehicle at any time.
- E9.2 If unable to produce a valid driver's license or a person with a valid license to drive in his/her stead, the person claiming the vehicle shall produce or arrange proper towing of the vehicle prior to its release.
- E9.3 When a vehicle is claimed at a compound, the Contractor shall, if requested by the owner/driver, deliver the vehicle to the owner/driver at the front entrance to the compound. If not so requested, the owner/driver shall be escorted to his vehicle for his personal removal.
- E9.4 The Contractor shall not require an owner/driver to sign any document releasing the Contractor from responsibility for any possible damage to the owner/driver's vehicle.
- E9.5 The Contractor shall post a sign provided by the City of Winnipeg, clearly visible to the owner/driver when he claims his vehicle. This sign shall contain the rates specified by the Contract and the statement "THE OWNER/DRIVER DOES NOT HAVE TO SIGN ANY DOCUMENT RELEASING THIS COMPANY FROM DAMAGES".

E9.6 If an owner/driver obtains a judgment, from a court of competent jurisdiction, against the Contractor for damages to a vehicle while in the care and custody of the Contractor, the Contractor shall make immediate payment to the owner/driver pursuant to that judgment.

E10. PAYMENT FROM OWNER/DRIVER

E10.1 Except as authorized by the Contract Administrator, towing and storage charges are payable by the owner / driver of the towed vehicle.

E10.2 The Contractor shall accept payment from owner / drivers in at least the following forms: Cash, Visa, MasterCard

E10.3 The Contractor shall be solely responsible for the satisfactory collection of payment from the owner / driver. Under no circumstances will the City be responsible for these charges.

E10.4 The Contractor shall have each tow trucks equipped to accept at all times and have facilities to permit payment for tow services in cash or by credit cards. They shall accept Visa and MasterCard as well as cash and any specified other forms of payment.

E10.5 The Contractor shall have in each tow truck at all times, a bilingual plasticized copy of the rate schedule provided by the City of Winnipeg, and shall present the card upon request to the owner or person responsible for a vehicle or person authorized by the City. The card shall also contain the drop fees as indicated in E8.

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 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.
- F1.3 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.
- F1.4 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.
- F1.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated 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.