



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 390-2005

TOWING AND STORAGE OF MOTOR VEHICLES

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PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

B1.1 TOWING AND STORAGE OF MOTOR VEHICLES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, January 24, 2006.

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

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

B3. ENQUIRIES

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

B3.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision 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 Bid Opportunity will be provided by the Contract Administrator to all Bidders 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 Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. ADDENDA

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

B4.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

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

B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda shortly before submitting his Bid.

B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 12 of Form A: Qualifications and Experience Part 1. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B5. SUBSTITUTES

- B5.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B5.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and 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 Substantial Performance and Total Performance.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative shall base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B19.
- B5.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B6. BID SUBMISSION

B6.1 The Bid Submission shall consist of two (2) parts and shall be submitted by the Bidder in two (2) separate envelopes. Both Parts must be submitted no later than the time and date set for the Submission Deadline in B2.

B6.2 The first part shall consist of the following components:

- (a) Form A: Qualifications and Experience Part 1;
- (b) Form C: Qualification;
- (c) Form E: Equipment;
- (d) Form F: Facilities;
- (e) Form P: Personnel;
- (f) Form Q: General Information;
- (g) Form R: Current Contracts;
- (h) Form G1: Bid Bond and Agreement to Bond (Section A and/or Section B), or Form G2: Irrevocable Standby Letter of Credit and Undertaking, or a certified cheque or draft (Section A and/or Section B);
- (i) Where required by B10, copies of contracts or options to contract for the use of non-owned equipment proposed to be used;
- (j) Where required by B11, copies of contracts or options to contract for the use of non-owned facilities proposed to be used;
- (k) Where required by B11, a complete list of deficiencies for each facility proposed to be used, a remedy for each deficiency and a schedule of work demonstrating that all deficiencies will be corrected prior to July 31, 2006.

The first part shall be submitted in an envelope clearly marked Part 1 – Qualifications and Experience.

B6.3 The second part shall consist of the following components:

- (a) Form A: Offer Part 2; and
- (b) Form B: Prices.

The second part shall be submitted in an envelope clearly marked Part 2 – Offer.

B6.4 All components of the Bid Submission shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely in ink, to constitute a responsive Bid.

B6.5 Each of the Bid Submissions shall be submitted enclosed and sealed in separate envelopes clearly marked with the Bid Opportunity number and the Bidder's name and address.

B6.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.

B6.6 Bid Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.7 Bid Submissions shall be submitted to:

The City of Winnipeg
Corporate Finance Department

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

B7. BID

B7.1 The Bidder shall complete Form A: Qualifications and Experience Part 1 and Form A: Offer Part 2, making all required entries.

B7.2 Paragraph 2 of Form A: Qualifications and Experience Part 1 and Form A: Offer Part 2 shall be completed in accordance with the following requirements:

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

B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.

B7.3 In Paragraph 3 of Form A: Qualifications and Experience Part 1 and Form A: Offer Part 2, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B7.4 Paragraph 13 of Form A: Qualifications and Experience Part 1 and Paragraph 9 of Form A: Offer Part 2 shall be signed in accordance with the following requirements:

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

B7.4.1 The name and official capacity of all individuals signing Form A: Qualifications and Experience Part 1 and Form A: Offer Part 2 shall be printed below such signatures.

B7.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.

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

B8. PRICES

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

- B8.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B8.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B8.4 Prices for **Section A – Towing and Storage of Motor Vehicles (District 1)** shall be as follows:
- (a) “Tow Light Vehicle” shall be 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.
 - (b) “Tow Medium Vehicle” shall be a flat rate per tow for all vehicles of maximum gross vehicle weight 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, tilt deck, carrier, disconnection and subsequent reconnection of drive shaft or transmission linkage, and difficult recoveries.
 - (c) “Boost” shall be a flat rate for boosting a vehicle battery where no other service is required. Where boosting is unsuccessful and towing is therefore required, only the towing charge shall apply.
 - (d) “Storage” shall be a flat rate per vehicle per day for storage of a towed vehicle which shall apply for each twenty-four hour period or any portion thereof commencing when the towed vehicle enters the Contractor’s storage compound. (e.g. 1.1 actual days may be rounded up to two (2) days for purposes of calculation).
 - (e) “Standby” per hour shall be a flat hourly rate per tow truck for work performed at an hourly rate (e.g. where a tow truck is required on standby at a parade route to clear vehicles to adjacent streets) and shall include payment for all services required during the time on standby. Standby time shall be measured from the later of arrival on site or the instructed time to arrive, to the time the tow truck is authorized to depart.
- B8.5 Prices for **Section B – Towing and Storage of Motor Vehicles (Districts 2 – 6)** shall be as follows:
- (a) “Tow Light Vehicle” shall be 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.
 - (b) “Tow Medium Vehicle” shall be a flat rate per tow for all vehicles of maximum gross vehicle weight 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, tilt deck, carrier, disconnection and subsequent reconnection of drive shaft or transmission linkage, and difficult recoveries.
 - (c) “Boost” shall be a flat rate for boosting a vehicle battery where no other service is required. Where boosting is unsuccessful and towing is therefore required, only the towing charge shall apply.
 - (d) “Storage” shall be a flat rate per vehicle per day for storage of a towed vehicle which shall apply for each twenty-four hour period or any portion thereof commencing when the towed vehicle enters the Contractor’s storage compound. (e.g. 1.1 actual days may be rounded up to two (2) days for purposes of calculation).
 - (e) “Standby” per hour shall be a flat hourly rate per tow truck for work performed at an hourly rate (e.g. where a tow truck is required on standby at a parade route to clear vehicles to

adjacent streets) and shall include payment for all services required during the time on standby. Standby time shall be measured from the later of arrival on site or the instructed time to arrive, to the time the tow truck is authorized to depart.

- B8.6 Prices for **Section C – Towing and Storage of Motor Vehicles (Districts 1 – 6)** shall be as follows:
- (a) “Tow Heavy Vehicle” shall be a flat rate per tow for all vehicles of maximum gross vehicle 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, tilt deck, carrier, disconnection and subsequent reconnection of drive shaft or transmission linkage, and difficult recoveries.
 - (b) “Tilt Deck Trailer” shall be a flat rate for moving all vehicles and equipment subject to a Police Investigation. The service shall include payment for all services required, including, but not limited to, the actual move, disconnection and subsequent reconnection of drive shaft or transmission linkage.
 - (c) “Storage” shall be a flat rate per vehicle per day for storage of a towed vehicle which shall apply for each twenty-four hour period or any portion thereof commencing when the towed vehicle enters the Contractor’s storage compound. (e.g. 1.1 actual days may be rounded up to two (2) days for purposes of calculation).
- B8.7 Prices for **Section D – City Owned Vehicles and Equipment** shall be as follows:
- (a) “Tow Light Vehicle” shall be 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.
 - (b) “Tow Medium Vehicle” shall be a flat rate per tow for all vehicles of maximum gross vehicle weight 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, tilt deck, carrier, disconnection and subsequent reconnection of drive shaft or transmission linkage.
 - (c) “Tow Heavy Vehicle” shall be a flat rate per tow for all vehicles of maximum gross vehicle 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, tilt deck, carrier, disconnection and subsequent reconnection of drive shaft or transmission linkage.
- B8.8 Prices for **Section E – “Callout List”** shall be a flat hourly rate for towing all vehicles 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.
- B8.9 Prices Bid shall be gross prices including all applicable duty, freight, cartage, Federal and Provincial Taxes (except Goods and Services Tax (GST) which shall be extra where applicable), and charges governmental or otherwise paid, and including profit and all compensation which shall be due to the Contractor for supplying labour, materials, equipment, and supervision not only for the classifications expressly specified but for those which have been omitted and all details necessarily connected with the completion of the Work and all risks and contingencies connected therewith.
- B8.10 Further to B8.9, prices Bid for Section A, Section B and Section C shall include a three (\$3) dollar cost recovery fee. This fee shall be included in the towing fee that is payable by the owner/driver of the towed vehicle. Where the owner/driver of the vehicle is only liable for half the towing rates under E13 Interruption of Towing the cost recovery fee shall be one and a half (\$1.50) dollar.

B9. QUALIFICATION

B9.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business;
- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;
- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work;
- (f) employ only Subcontractors who:
 - (i) are responsible and not suspended, debarred or in default of any obligation to the City (a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>); and
 - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba).

B9.2 The Bidder shall complete Form C: Qualification giving a list of previously completed work, similar in nature, scope and value to the Work, in sufficient detail to demonstrate the Bidder's qualification to undertake the Work.

B9.3 The Bidder shall be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B9.4 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B10. EQUIPMENT

B10.1 The Bidder shall complete Form E: Equipment giving a list of:

- (a) the minimum quantity of equipment in first class working condition that the Bidder proposes to employ on the Work; and
- (b) additional equipment in first class working condition that the Bidder is prepared to employ on the Work if required by the Contract Administrator.

B10.2 The Bidder is not required to own the equipment at the Submission Deadline. The Bidder shall, however, specify the name of the registered owner for each proposed piece of equipment identified on Form E: Equipment and provide a copy of a binding contract, or option to purchase or to contract, for the use of the equipment for the duration of the Contract.

B11. FACILITIES

- B11.1 The Bidder shall complete Form F: Facilities giving a complete description of each facility proposed to be used for the Work.
- B11.2 The Bidder is not required to own the facilities at the Submission Deadline. The Bidder shall, however, specify the name of the registered owner for each proposed facility identified on Form F: Facilities and provide a copy of a binding contract, or option to purchase or to contract, for the use of the facilities for the duration of the Contract.
- B11.3 If, at the Submission Deadline, a facility does not meet the requirements of the Specifications, the Bidder must provide, in its Bid Submission – Part 1: Qualifications and Experience, a complete list of deficiencies, a proposed remedy for each deficiency and a schedule of work to remedy all deficiencies prior to July 31, 2006.

B12. PERSONNEL

- B12.1 The Bidder shall complete Form P: Personnel giving a complete list of all personnel proposed to be employed, either by the Bidder and/or by the registered owners of the equipment identified on Form E: Equipment and/or by the registered owners of the facilities identified on Form F: Facilities, in the Work.
- B12.2 The Bidder shall provide the following information on Form P: Personnel:
- (a) the individuals full legal name;
 - (b) their date of birth;
 - (c) their current living address;
 - (d) their Driver's Licence No., issuing Province and Licence Class/endorsements; and
 - (e) their position or title.
- B12.3 The Bidder shall provide Security Clearances for all the personnel proposed to be employed, either by the Bidder and/or by the registered owners of the equipment identified on Form E: Equipment and/or by the registered owners of the facilities identified on Form F: Facilities, in the Work during the inspection period.

B13. GENERAL INFORMATION

- B13.1 The Bidder shall complete Form Q: General Information providing the following information:
- (a) the legal company name and trade name if different;
 - (b) Workers' Compensation Board Number;
 - (c) a complete listing of all officers, directors and shareholders, including:
 - (i) the individuals full legal name;
 - (ii) their date of birth;
 - (iii) their current living address;
 - (iv) their position or title; and
 - (v) number of shares they hold.

B14. CURRENT CONTRACTS

- B14.1 The Bidder shall complete Form R: Current Contracts giving a complete list of current contracts for which he is required to provide service priority over this Contract and the service commitment required to be provided under each such contract.

- B14.2 On Form R: Current Contracts, the Bidder shall indicate the following:
- (a) the name with whom the contract is with;
 - (b) the contract start and end dates;
 - (c) description of the priority; and
 - (d) the resource commitment (number of tow trucks, personnel and storage).

B15. BID SECURITY

- B15.1 Each Bid Submission, for **Section A – Towing and Storage of Motor Vehicles (District 1) and Section B – Towing and Storage of Motor Vehicles (Districts 2 – 6)**, the Bidder shall provide bid security in the form of:
- (a) a bid bond, in the amount of Twenty Thousand Dollars (\$20,000.00), and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in the form included in the Bid Submission (Form G1: Bid Bond and Agreement to Bond); or
 - (b) an irrevocable standby letter of credit, in the amount of Twenty Thousand Dollars (\$20,000.00), and undertaking 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 included in the Bid Submission (Form G2: Irrevocable Standby Letter of Credit and Undertaking); or
 - (c) a certified cheque or draft payable to “The City of Winnipeg”, in the amount of Forty Thousand Dollars (\$40,000.00), drawn on a bank or other financial institution registered to conduct business in Manitoba.
- B15.1.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the highest specified dollar amount.
- B15.2 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly executed by the successful Bidder and the performance security furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.
- B15.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B15.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.
- B15.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.
- B15.3 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Bid Opportunity.

B16. OPENING OF BIDS AND RELEASE OF INFORMATION

- B16.1 Bid Submissions shall be opened in two (2) steps. Part 1 of the Bid Submission will be opened privately following the Submission Deadline in B2 and evaluated by the Evaluation Team in accordance with the evaluation criteria set out in B19.
- B16.2 Those Bid Submissions that achieve a pass rating for Part 1, following completion of the inspections specified in B20 of the Bidding Procedures, will have Part 2 of their Bid Submission opened publicly, in the office of the Corporate Finance, Materials Management Division or in such other office as may be designated by the Manager of Materials. Bidders shall be notified of the time, date and location by the Manager of Materials. Bidders or their representatives may attend.

- B16.3 If a Bidder fails to achieve a pass rating for either Alternative 1 – Section A, B, C, & D Combined and Section E a “Callout List” or Alternative 2 Award of Section A, B, C and D Separately and Section E a Callout List in Part 1 of the Bid Submission, their Bid for those Sections in Part 2 will not be disclosed at the public opening of Part 2 and will not be evaluated by the Evaluation Team.
- B16.4 After the public opening, the names of the Bidders and their Total Bid Prices as read out (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B16.5 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B16.6 The Bidder is advised that any information contained in any Bid Submission may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B17. IRREVOCABLE BID

- B17.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 8 of Form A: Offer Part 2.
- B17.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 8 of Form A: Offer Part 2.

B18. WITHDRAWAL OF BIDS

- B18.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B18.1.1 Notwithstanding GC.7.06(2), the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder’s authorized representatives named in Paragraph 13 of Form A: Qualifications and Experience Part 1, and only such person, has authority to give notice of withdrawal.
- B18.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:
- (a) retain the Bid Submission until after the Submission Deadline has elapsed;
 - (b) open the Bid Submission to identify the contact person named in Paragraph 3 of Form A: Qualifications and Experience Part 1 and the Bidder’s authorized representatives named in Paragraph 13 of Form A: Qualifications and Experience Part 1; and
 - (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Bid withdrawn.
- B18.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B17.2 shall be liable for such damages as are

imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law, including the right to retain the Bidder's bid security.

B19. EVALUATION OF BIDS

- B19.1** The Bid Submission – Part 1: Qualifications and Experience will be evaluated by the Evaluation Team in accordance with the following evaluation criteria:
- (a) conformance of the Bidder's Bid Submission – Part 1: Qualification and Experience with the requirements of the Bid Opportunity;
 - (i) qualifications of the Bidder pursuant to B9;
 - (ii) inspection of Equipment and Facilities as per B20; and
 - (iii) Form P: Personnel security clearance as per B21.
- B19.2** If a Bidder fails to achieve a pass rating for any of the three sections in Part 1 of the Bid Submission, their Bid for those sections in Part 2 will not be evaluated by the Evaluation Team.
- B19.3** Bid Submission – Part 2: Offer will be evaluated by the Evaluation Team in accordance the following bid evaluation criteria:
- (a) Conformance of the Bidder's Bid Submission – Part 2: Offer with the requirements of the Bid Opportunity (pass/fail);
 - (b) Bid Price;
 - (c) economic analysis of any approved alternative pursuant to B5.
- B19.4** Further to B19.1 and B19.3(a), the Award Authority may reject a Bid as being non-responsive if the Bid 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 Bid, or waive technical requirements if the interests of the City so require.
- B19.5** Further to B19.1(a)(i), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid Submission or in other information required to be submitted, that he is responsible and qualified.
- B19.6** Further to B19.3(b), the Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B19.6.1** If there is any discrepancy between the Bid Price written in figures, the Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B19.5** This Contract may be awarded as a Section A, B, C and D combined (Alternative 1) or separately in sections (Alternative 2) as identified on Form B: Prices. Section E will establish a "Callout List".
- B19.5.1** Notwithstanding B8.1, the Bidder may, but is not required to, bid on both alternatives, or on any one or more sections in Alternative 2.
- B19.5.2** The City shall not be obligated to award any section to the responsible Bidder submitting the lowest evaluated responsive Bid for that section and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on both alternatives or on all sections in Alternative 2, he shall have no claim against the City if his partial Bid is rejected in favour of an award of the Contract on the basis of an alternative or section upon which he has not bid.

B20. INSPECTION OF EQUIPMENT AND FACILITIES

B20.1 The Evaluation Team will inspect all equipment and facilities, of those Bidders who successfully pass B19.1(a), proposed to be used for the Work as outlined in Section A – Towing and Storage (District 1), Section B – Towing and Storage (District 2 – 6) and Section C – Police Towing and Storage (Districts 1 – 6).

B20.2 Equipment of the successful Bidder(s) will be inspected to ensure compliance with the Provincial Regulations governing Commercial Vehicles Safety Alliance (CVSA). It shall be conducted in the following manner:

- (a) the successful Bidder(s) will be assigned a period of three (3) consecutive Calendar Days as follows:
 - (i) the first assigned three-day period shall commence January 30, 2006.
 - (ii) no assigned three-day period will include a Sunday;
- (b) the successful Bidder(s) shall present each piece of equipment for inspection at the Winnipeg Police Service Vehicle Inspection Unit at 2546 McPhillips Street between the hours of 8:30 a.m. and 4:30 p.m. on any day(s) during its assigned three-day period;
- (c) the Evaluation Team will inspect each piece of equipment and provide the Bidder with a list of any observed deficiencies;
- (d) if any deficiencies are identified, the successful Bidder(s) may:
 - (i) remedy any such deficiencies and present the equipment for inspection; or
 - (ii) present replacement equipment for inspection;
- (e) any piece of equipment which is not:
 - (i) presented for inspection during the successful Bidder's assigned three-day period;
or
 - (ii) is found to have deficiencies which are not remedied and re-inspected by 4:30 p.m. on the last day of the successful Bidder's assigned three-day period;

will be disqualified for use in the Work and will not be considered when evaluating the successful Bidder's qualifications.

- (f) the inspection of the equipment will be done as part of an enforcement procedure. Any equipment not meeting minimum Provincial standards under any legislation and or regulation will be subject to the applicable fines.
- (g) should the successful Bidder(s) not have sufficient equipment qualified to perform the contract they will not be awarded the contract.
- (h) in the event that a successful Bidder(s) does not qualify due to insufficient equipment being available the next most qualified Bidder(s) will be contacted. Their equipment will be inspected using the same criteria.

B20.3 Facilities will be inspected as follows:

- (a) each successful Bidder(s) will be assigned a day as follows:
 - (i) the assigned days shall be from January 30, 2006 to February 1, 2006;
 - (ii) assignments will be in the reverse order of the assignments for the inspection of equipment
- (b) each Bidder shall ensure that a person qualified to represent it is present and available to participate in the inspection between the hours of 8:30 a.m. and 4:30 p.m. on its assigned day;
- (c) the Evaluation Team will inspect each facility and provide the Bidder with a list of any observed deficiencies;

- (d) if any deficiencies are identified, the Bidder may:
 - (i) remedy any such deficiencies and have the facility re-inspected seven (7) Calendar Days following the original inspection day; and/or
 - (ii) within seven (7) Calendar Days following the original inspection day, provide a proposed remedy for each deficiency and a schedule of work to remedy all deficiencies prior to July 31, 2006;
- (e) any facility which is not:
 - (i) made available for inspection on the Bidder's assigned day; or
 - (ii) is found to have deficiencies which are not remedied and re-inspected in accordance with B20.3(d)(i) above nor proposed to be remedied in accordance with B20.3(d)(ii) above;

will be disqualified for use in the Work and will not be considered when evaluating the Bidder's qualifications.

- B20.4 Any proposed remedies for deficiencies and the schedule of work therefore, pursuant to B20.3(d)(ii) shall:
- (a) be evaluated by the Evaluation Team for feasibility; and
 - (b) if approved by the Contract Administrator, shall become a part of the Bidder's offer and become a part of the Contract Documents.

- B20.5 Any inspection shall not relieve the Bidder of the responsibility of providing adequate types and quantities of equipment, or adequate types and sizes of facilities to perform the Work considering other activities or work the Bidder may be performing.

B21. SECURITY CLEARANCE OF PERSONNEL

- B21.1 The Bidder shall supply the full name, date of birth, current home address, and security clearance of each person who is proposed to perform Work under this Contract.
- B21.2 The Bidder shall be allowed to substitute personnel that have failed a security clearance, during the inspection period for the equipment and facilities (as set out in B20). However, once the Bidder(s) inspection of equipment and facilities has been completed no additional changes will be allowed to their proposed personnel list.

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 Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids 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 Bid is received; or

(e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

- B22.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.
- B22.4 Notwithstanding GC3.01 and GC3.02, the City will issue a Purchase order to the successful Bidder in lieu of the execution of a contract for Sections C, D and E.
- B22.5 The Contract Documents, as defined in GC.1.01(7), in their entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that they are not necessarily attached to or accompany said Purchase Order.
- B22.6 The successful Bidder, for Section A and B, shall execute an indenture with the City in the form and in the manner required by the Solicitor.
- B22.7 The form and nature of this indenture may be ascertained previous to submitting a Bid on the Work by applying to the Solicitor.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

C1.1 The *General Conditions for Provision of Services* (Revision 1996 02 05) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for Provision of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for Provision of Services*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of towing and storage of motor vehicles and equipment during the period of August 1, 2006 to July 31, 2009.
- D2.2 The major components of the Work are as follows:
- (a) Section A – police/parking authority towing and storage of motor vehicles (District 1);
 - (b) Section B – police/parking authority towing and storage of motor vehicles (Districts 2 – 6);
 - (c) Section C – police/parking authority towing and storage of motor vehicles (Districts 1 – 6);
 - (d) Section D – city owned vehicles and equipment (except police vehicles) and
 - (e) Section E – "callout list" for snow clearing, street cleaning and construction seasons.
- D2.3 This Contract may be awarded in two ways: **Alternative 1 – Award of Section A, B, C, D combined and Alternative 2 – Award of Section A, B, C and D separately. Section E will establish a "Callout List".**
- 1) For Section A – the serviced area boundaries for the Police Service District 1 are defined as follows:

Bounded on the north by the CPR mainline, east to the west bank of the Red River, south along the Red River to the north bank of the Assiniboine River, west along the Assiniboine River to the CPR La Riviere subdivision, north to Portage Avenue, east to Ingersol Street, north to Notre Dame Avenue, west on Notre Dame Avenue, north on Keewatin Street to the CPR mainline.
 - 2) For Section B – the serviced area boundaries for the Police Service Districts 2 – 6 is the service boundary for the City as defined in B2.2 (3) with the exception of service boundaries for District 1 as defined in B2.2 (1).

3) For Sections C, D and E – the serviced area boundaries for the City are defined as follows:

D2.4 Bounded on the north by Four Mile Road, east to Glenboro subdivision right of way, south and east to Brookside Boulevard, north to Mollard Avenue, east to Pipeline Road, north to the Perimeter Highway, east to four Mile Road, north to Emes Road, east to the Red River, east of the Red River by the south boundary line of the Municipality of East St. Paul; on the east by the west boundary line of the Municipality of Springfield; on the south by the north boundary line of the Municipality of Richot to the Brady Road right of way; on the west by the Brady Road right of way, west on the north boundary line of the Municipality of MacDonald to the Hydro right of way in Lot 83, north to Wilkes Avenue, east to the Perimeter Highway, north to the Assiniboine River, north of the Assiniboine River on the west by camp Manitou Road, north to Portage Avenue, west to the West Boundary line of river Lot 89, north to Saskatchewan Avenue, east to the Perimeter Highway, north to Four Mile Road.

D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (b) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Bids;
- (c) "**User**" means means a person, department or other administrative unit of the City authorized by the Contract administrator to order Work under this Contract.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:
Tony Roziere, C.P.P.
Supervisor of Commodity Tax and Transportation
Corporate Finance Department
Materials Management Division
Main Floor, 185 King Street
Winnipeg MB R3B 1J1

Telephone No. (204) 986-4623
Facsimile No. (204) 949-1178

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

D5. CONTRACTOR'S SUPERVISOR

D5.1 At the pre-commencement meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D6. NOTICES

D6.1 GC.7.06 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

D6.2 GC.7.06 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract.

Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.

- D6.3 Further to GC.7.06, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.4, D6.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.
- D6.4 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:
- The City of Winnipeg
Chief Administrative Officer Secretariat
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174
- D6.5 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 address or facsimile number:
- The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

- D7.1 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.

D8. WORKERS COMPENSATION

- D8.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D9. INSURANCE

- D9.1 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) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;

- (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance.
- (c) standard garage automobile liability policy in the amount of at least Two Million dollars (\$2,000,000.00);
 - (i) with collision or upset coverage for 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 **Five Hundred (\$500.00) Dollars**;
 - (ii) coverage shall also include specified perils in the amount of at least Five Hundred Thousand Dollars (\$500,000.00);
 - (iii) open lot pilferage endorsement to (ii), if applicable, with a maximum deductible of **Five Hundred (\$500.00) Dollars**.

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the Contract Administrator with a certificate of insurance of each policy 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 GC.3.01 for the return of the executed Contract.

D9.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

D9.5 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 Contract.

D10. PERFORMANCE SECURITY

D10.1 The Contractor, for Section A – Towing and Storage (District 1) and Section B – Towing and Storage (Districts 2 – 6), shall provide and maintain performance security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of Forty Thousand Dollars (\$40,000.00); 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 Forty Thousand Dollars (\$40,000.00); 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 Forty Thousand Dollars (\$40,000.00).

D10.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D10.2 If the bid security provided in his Bid Submission was not a certified cheque or draft pursuant to B15.1(c), the Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of letter of intent and prior to the commencement of any Work on the Site but in no event later than the date specified in GC.3.01 for the return of the executed Contract.

D11. ORDERS

D11.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

D12. INVOICES

D12.1 Further to D6.3, the Contractor shall submit invoices to the locations designated at the time of ordering.

D12.2 Invoices must clearly indicate, as a minimum:

- (a) the City's order (Purchase Order or Standing Purchase Order Release Authorization) number;
- (b) date(s) of provision of services;
- (c) location at which service was provided;
- (d) type and quantity of services provided;
- (e) the amount payable with GST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D12.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D13. PAYMENT

D13.1 Further to GC.9.03, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D13.2 The Contractor shall, on or before the fifteenth (15th) day of each month, file a report to the City, for all motor vehicles towed under Section A, B and C, during the calendar month immediately preceding, and shall, at that time, remit to the City the cost recovery fee in respect of all applicable tows. See Appendix B for monthly Cost Recovery Report.

D13.3 IF THE CONTRACTOR FAILS TO REMIT THE COST RECOVERY FEE by the due date, the Contractor shall be subject to a penalty of \$50.00 or 2% per month, whichever is greater.

D13.4 If the Contractor does not rectify a late remittance as directed of the Contract Administrator, they will be considered to be in default. Further to GC 8.04 Forfeiture of Contract, the City may decide to terminate this contract.

D14. RECORDS

D14.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D14.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) User name(s) and addresses;
- (b) order date(s);
- (c) service date(s); and
- (d) description and quantity of services provided.

D14.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

D15. ACCESS TO RECORDS

D15.1 The Contractor shall afford to the Contract Administrator or designate every facility to view and inspect any and all documents and records, irrespective of the form thereof, relevant to the performance of the Contract.

D16. SECURITY CLEARANCE

D16.1 Further to B21 of the Bidding Procedures, each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence.

D16.1 Each individual proposed to perform Work shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence.

D16.1.1 The Criminal Records Search shall include a Vulnerable Sector Search.

D16.2 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform Work within City facilities or on private property.

D16.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to criminal charges will not be permitted to perform any Work within or on City facilities or on private property.

D16.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.

D16.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform Work under the Contract within or on City facilities or on private property.

D16.6 Each person involved in performance of the Work shall provide a set of fingerprints to be kept on file for the duration of the contract for the purposes of fingerprint elimination in cases where the contractor's personnel have been in contact with vehicles subject to later fingerprint examination.

D16.7 Each person involved in performance of Work under this Contract has an obligation to report any criminal charges that are laid against them.

D16.8 A person who has applied to the National Parole Board of Canada for a pardon of their criminal record and has received a "Letter of Authorization to Perform Work", will be allowed to perform Work under this Contract pending the processing of the Pardon.

SCHEDULE OF WORK

D17. COMMENCEMENT

D17.1 The Contractor shall not commence any Work until he is in receipt of a letter of intent or a purchase order from the Award Authority authorizing the commencement of the Work.

D17.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence that the Contractor is 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;
 - (ii) evidence of the workers compensation coverage specified in D8;
 - (iii) the performance security specified in D9; and
 - (iv) evidence of the insurance specified in D10.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D17.3 The Contractor shall not commence the Work on the Site before August 1, 2006.

WARRANTY

D18. WARRANTY

- D18.1 Notwithstanding GC.10.01, the warranty period shall begin on the date of Total Performance and shall expire two (2) months thereafter unless extended pursuant to D18.2, in which case it shall expire when provided for thereunder.
- D18.2 If a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.
- D18.3 Notwithstanding GC.10.01, GC.10.02, D18.1 and D18.2 if any law of Manitoba or of the jurisdiction in which the Work was manufactured requires, or if the manufacturer provides, a longer warranty period or a warranty which is more extensive in its nature, then the provisions of such law or manufacturer's warranty shall apply.

FORM H1: PERFORMANCE BOND (SECTION A)
(See D10)

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

_____ FORTY THOUSAND _____ dollars (\$ 40,000.00)

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 dated the

_____ day of _____ , 20____ , for:

BID OPPORTUNITY NO. 390-2005

SECTION A – TOWING AND STORAGE OF MOTOR VEHICLES (DISTRICT 1)

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)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT (SECTION A)
(PERFORMANCE SECURITY)
(See D10)

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 390-2005

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

____ FORTY THOUSAND (\$40,000.00)_____ Canadian dollars.

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

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

Partial drawings are permitted.

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

(Address)

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

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

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

(Date)

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

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

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

FORM H1: PERFORMANCE BOND (SECTION B)
(See D10)

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

_____ FORTY THOUSAND _____ dollars (\$ 40,000.00)

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 dated the

_____ day of _____ , 20____ , for:

BID OPPORTUNITY NO. 390-2005

SECTION B – TOWING AND STORAGE OF MOTOR VEHICLES (DISTRICTS 2 – 6)

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)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT (SECTION B)
(PERFORMANCE SECURITY)
(See D10)

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 390-2005

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

_____ FORTY THOUSAND (\$40,000.00)_____ Canadian dollars.

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

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

Partial drawings are permitted.

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

(Address)

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

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

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

(Date)

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

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

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. GENERAL

E1.1 These Specifications shall apply to the Work.

E2. SERVICES

E2.1 The Work of the Contract is defined by the following sections:

- (a) Section A – Police/Parking Authority Towing and Storage of Motor Vehicles (District 1);
- (b) Section B – Police/Parking Authority Towing and Storage of Motor Vehicles (Districts 2 – 6);
- (c) Section C – Police/Parking Authority Towing and Storage of Motor Vehicles (Districts 1 – 6);
- (d) Section D – City Owned Vehicles and Equipment (not including Police Vehicles); and
- (e) Section E – “Callout List” for Snow Clearing, Street Cleaning & Construction Seasons.

E2.2 This Contract does not cover work that may be covered by other Contracts for service (for example the Manitoba Public Insurance Corporation’s Contract (Autopac)).

E2.3 City owned vehicles and equipment that may be subject to enforcement action shall be covered by Section A, B or C of this Contract.

E2.4 The Work as defined by Section A, B, C and D may be awarded separately or combined. Section E will establish a “Callout List”.

E3. TOW TRUCKS

E3.1 Tow trucks shall be operated and maintained in accordance with all applicable regulations and legislation.

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 radios 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.

E3.7 Tow trucks shall be equipped with a shovel and broom.

E4. DISPATCH OFFICE

E4.1 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 or fax and relayed to tow trucks by radio.

E5. PERSONNEL

E5.1 The Contractor(s), its employees, Sub-contractors and agents shall at all times conduct themselves in a courteous and professional manner and keep themselves in a clean and tidy condition.

E5.2 The Contractor(s) and any of its employees, Sub-Contractors or agents in contact with the public shall wear suitable uniforms in a clean and tidy state.

E5.3 The Contractor(s) shall at all times have sufficient personnel, with the appropriate drivers license classification, to operate the tow trucks or equipment being contracted.

SECTIONS A, B and C – POLICE/PARKING AUTHORITY TOWING AND STORAGE OF MOTOR VEHICLES

E6. VEHICLES TO BE TOWED

E6.1 The Contractor(s) shall tow vehicles only as hereafter specified.

E6.2 The Contractor(s) shall tow vehicles that have been issued a parking offence notice for illegal parking where the parking offence notice bears an instruction to tow. Tow truck operators shall tow vehicles upon the specific instruction of a City of Winnipeg Peace Officer or their authorized issuer of a parking offence notice, or upon the incidental sighting of a vehicle so tagged.

E6.3 The Contractor(s) shall tow vehicles on an “as required” basis at any time upon the specific instruction of a City of Winnipeg Peace Officer or other authorized issuer of a parking offence notice for such cases as parking offences.

E6.4 The Contractor(s) shall tow vehicles on an “as required” basis at any time upon the specific instruction of a City of Winnipeg Police Officer for such cases as parking offences, confiscated vehicles, abandoned vehicles, incapacitated vehicles or vehicles held for investigations.

E6.5 The Contractor(s) shall tow incapacitated City vehicles on an “as required” basis.

E7. TOW TRUCKS

E7.1 Tow trucks shall, at all times, have facilities to permit payment for services in cash or by credit cards listed in Form Q: General Information as part of the Tender. They shall accept Visa and Mastercard as well as cash and any specified other forms of payment.

E7.2 Tow trucks shall, at all times, carry a plasticized copy of the rate schedule under this Contract and shall display such card upon request to every owner or person responsible for a vehicle or person authorized by The City. The card must contain the drop fees specified in E13 – Interruption of Towing.

E8. NUMBER AND TYPE OF TOW TRUCKS

SECTION A REQUIREMENTS

- E8.1 The Contractor shall, at all times, have available at least **two (2) medium** duty tow trucks:
- (a) equipped with dual wheels on the rear axle or axles thereof;
 - (b) having a **minimum gross vehicle weight of 11,000 kilograms**; and
 - (c) **be a wrecker/wheel lift having all necessary equipment, including dollies.**
- E8.2 The Contractor shall, at all times, have available at least **two (2) 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 11,000 kilograms**; and
 - (c) **having all necessary equipment to secure load to deck including chains, straps and binders.**
- E8.3 The Contractor shall, at all times, have available at least **twelve (12)** tow trucks:
- (a) equipped with dual wheels on the rear axle or axles thereof;
 - (b) having a **minimum gross vehicle weight of 5,000 kilograms**; and
 - (c) **be a wrecker/wheel lift having all necessary equipment, including dollies.**
- E8.4 The Contractor shall, at all times, have available adequate numbers and types of equipment to perform its responsibilities under this Contract.

SECTION B REQUIREMENTS

- E8.5 The Contractor shall, at all times, have available at least **two (2) medium** duty tow trucks:
- (a) equipped with dual wheels on the rear axle or axles thereof;
 - (b) having a **minimum gross vehicle weight of 11,000 kilograms**; and
 - (c) **be a wrecker/wheel lift having all necessary equipment, including dollies.**
- E8.6 The Contractor shall, at all times, have available at least **two (2) 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 11,000 kilograms**; and
 - (c) **having all necessary equipment to secure load to deck including chains, straps and binders.**
- E8.7 The Contractor shall, at all times, have available at least **six (6)** tow trucks:
- (a) equipped with dual wheels on the rear axle or axles thereof;
 - (b) having a **minimum gross vehicle weight of 5,000 kilograms**; and
 - (c) **be a wrecker/wheel lift having all necessary equipment, including dollies.**
- E8.8 The Contractor shall, at all times, have available adequate numbers and types of equipment to perform its responsibilities under this Contract.

SECTION C REQUIREMENTS

- E8.9 The Contractor shall, at all times, have available at least **two (2) heavy** duty tow trucks:
- (a) equipped with dual wheels on the rear axle or axles thereof;
 - (b) having a **minimum gross vehicle weight of 22,680 kilograms**; and
 - (c) having a **minimum wrecker capacity of 36.3 tonnes.**

E8.10 The Contractor shall, at all times, have available **one (1) ground loading tilt deck trailer with a minimum gross vehicle weight of 18,000 kilograms** and applicable tractor unit.

E8.11 The Contractor shall, at all times, have available adequate numbers and types of equipment to perform its responsibilities under this Contract.

E9. STORAGE COMPOUNDS

E9.1 The Contractor(s) shall operate and maintain a vehicle storage compound(s) for the storage of vehicles towed under this Contract.

E9.2 Compound(s) must be located within the boundaries of the City as defined in D2.3 for each Section under Contract.

E9.3 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).

E9.4 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 ingress to or egress from the compound(s) which shall be kept locked at all times when not in use.

E9.5 The compound(s) shall be paved or otherwise hard-surfaced to provide a drivable surface under all weather conditions.

E9.6 The compound(s) shall be provided with artificial lighting sufficient to illuminate the entire compound(s) between sunset and sunrise and to assure the safety and security of the premises.

E9.7 The compound(s) shall contain a clean, heated, secure building or buildings suitable for the storage of vehicles under "Police Hold" separately and apart from other vehicles, traffic and persons until the removal of the "Police Hold". The building(s) may be one or more separate buildings or a separate secure portion of a building. During the period of "Police Hold" storage, no other activity shall be permitted in this area. The building(s) may be one or more separate buildings or a separate secure portion of a building. The building(s) for Section A and B shall **total a minimum of twelve hundred (1,200) square feet in order** to store the equivalent of six (6) full-size Police cruiser cars.

E9.8 The compound(s) shall be open and available twenty-four (24) hours a day, every day, with sufficient staff provided by the Contractor to operate and maintain it in good order.

E10. PORTABLE RADIOS

E10.1 The Contractor(s) shall supply, service and maintain sufficient portable radios, batteries and battery chargers or to install, service and maintain mobile radios for the use of parking enforcement personnel to order tow trucks directly on the Contractor(s)'s dispatch system for the duration of the contract. The City will be responsible for lost, stolen, or irreparably damaged radios while the Contractor(s) shall be responsible for all other costs associated with the purchase, licensing, insurance, installation and maintenance of such radios.

E10.2 The Contractor(s) for Section A and B shall supply as a minimum twelve (12) radios that will be permanently installed in parking enforcement personnel vehicles.

E10.3 The Contractor for Section A shall supply as a minimum ten (10) portable radios for parking enforcement personnel foot patrols.

E10.4 The Contractor for Section C shall supply as a minimum a dedicated phone line for the Police Service.

E11. RULES OF TOWING

E11.1 The tow truck operator shall verify that the license number of the vehicle and the license number recorded on the parking offence notice match.

E11.2 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 the dispatch office upon commencement of the tow.

E11.3 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.

E11.4 The tow truck operator shall remove the parking offence notice from the vehicle for safekeeping during the tow and shall replace the parking offence notice to its original position on the vehicle upon completion of the tow.

E11.5 The tow truck operator shall, immediately upon commencement of towing, notify the dispatch office of:

- (a) the license number, make, model, year and colour of the vehicle towed;
- (b) the location from which the vehicle is being towed; and
- (c) the location to which the vehicle is being towed.

The dispatch office shall immediately relay this information to the Winnipeg Parking Authority.

E11.6 Except in cases of interrupted towing as listed in E13 – Interruption of 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.

E11.7 If specifically instructed by the City that a vehicle is being towed under a “Police Hold”, the vehicle shall be handled carefully according to instructions of Police at the scene. The vehicle shall be towed to the compound where it will be kept separate and apart from other vehicles and traffic and placed in a clean, heated secure building until the “Police Hold” is removed.

E11.7.1 When a vehicle is being towed under a “Police Hold” the dispatch office shall notify the Police Service when the vehicle has arrived at the compound.

E11.8 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.

E12. RESPONSE TIME

E12.1 The Contractor(s) shall perform the Work with a maximum response time of twenty (20) minutes.

E12.2 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.

E13. INTERRUPTION OF TOWING

E13.1 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 the tow is under way, 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 scene and claims the vehicle after the tow is under way (i.e. the tow truck has moved under power with the vehicle in tow), the vehicle shall be released to the owner/driver upon payment of the full towing rates applicable to that vehicle;
- (d) 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.

E13.2 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.

E13.3 Should a tow be requested as part of a Winnipeg Police Services and is cancelled enroute, no charge shall be paid. However, should the tow truck arrive on scene only to be cancelled by Police Officer(s) on the scene, half the regular rate of a tow shall be charged.

E14. RETURN OF VEHICLES

E14.1 The Contractor(s) 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.

E14.2 With vehicles towed for reasons other than "Police Hold" or suspended or prohibited driving, the Contractor(s) shall return the towed, or towed and stored, vehicle to the owner/driver immediately after the owner/driver has:

- (a) presented, as identification, a valid driver's license and the applicable motor vehicle registration;
- (b) paid the fees as prescribed under this contract; and
- (c) signed a receipt for the vehicle.

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.

E14.3 With vehicles towed for "Police Hold", the Contractor(s) shall not release the towed, or towed and stored, vehicle without prior police authorization. The Contractor(s) shall obtain the name and identifying departmental number and division of the person authorizing release of the "Police Hold". No one shall be allowed access to vehicles under "Police Hold" without prior police authorization, nor shall anyone be allowed to remove articles from such vehicles under

any circumstances without prior police authorization. Once the "Police Hold" has been removed by an authorized police officer, the vehicle shall then be handled as in E14.2 above.

E14.4 With vehicles towed for suspended driving under the Highway Traffic Act or for prohibited driving under the Criminal Code, the Contractor(s) shall not release the towed, or towed and stored, vehicle without prior police authorization. The Contractor(s) shall obtain the name and identifying departmental number and division of the person authorizing release. Once the proper authorization to release the vehicle has been received by the Contractor(s), the vehicle shall then be handled as in E14.2 above.

E14.5 When a vehicle is claimed at a compound, the Contractor(s) 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.

E14.6 The Contractor(s) shall not require an owner/driver to sign any document releasing the Contractor(s) from responsibility for any possible damage to the owner/driver's vehicle.

E14.7 The Contractor(s) shall post a sign in the form shown in Figure A in Appendix A and, for the facility in Section B, a sign in the form of Figure B in Appendix A. This sign shall contain the rates specified by the Contract and the words "THE OWNER/DRIVER DOES NOT HAVE TO SIGN ANY DOCUMENT RELEASING THIS COMPANY FROM DAMAGES" as well. This sign shall be clearly visible to the owner/driver when he claims his vehicle.

E14.8 If an owner/driver obtains a judgment, from a court of competent jurisdiction, against the Contractor(s) for damages to a vehicle while in the care and custody of the Contractor(s), the Contractor(s) shall make immediate payment to the owner/driver pursuant to that judgment.

E15. PAYMENT FROM OWNER/DRIVER

E15.1 Except as authorized by the Contract Administrator, towing and storage charges are payable by the owner/driver of the towed vehicle.

E15.2 The Contractor shall accept payment from owner/drivers in at least the following forms:

- (a) cash;
- (b) Visa; and
- (c) Mastercard.

E15.3 The Contractor(s) 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.

E16. PAYMENT FROM/TO THE CITY

E16.1 The Contractor(s) shall submit monthly invoices for tows authorized by Winnipeg Police Personnel to be paid for by the City. These shall be submitted regularly on a monthly basis, once per month, from the Contractor(s)'s central office only to the City of Winnipeg Police Service Finance Unit only at the following address:

Winnipeg Police Service
Finance Unit
P.O. Box 1680
Winnipeg MB R3C 2Z7

E16.2 Invoices must be submitted for payment within sixty (60) days of date of service. Invoices older than this will not be honoured.

- E16.3 All invoices for service to be paid for by the City must bear an authorizing signature and departmental number and division from the City of Winnipeg Police Officer or other authorized person at time of service. Such invoices must also bear the applicable incident number or offence notice number, clearly legible.
- E16.4 The Contractor(s) shall submit the cost recovery fee on a monthly basis to the City of Winnipeg Police Service Finance Unit at the following address:

Winnipeg Police Service
Finance Unit
P.O. Box 1680
Winnipeg MB R3C 2Z7

E17. RECORDS

- E17.1 The Contractor(s) shall maintain a complete and accurate record of towing and storage.
- E17.2 The Contractor(s) shall, on a regular monthly basis, submit a report to 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 parking offence notice number of the parking offence notice on the vehicle;
 - (c) the time, date and location from which the vehicle was towed;
 - (d) the name and unit number of the attending tow truck operator;
 - (e) the time and date the vehicle was retrieved from the compound by the owner/driver;
 - (f) the compound from which the vehicle was retrieved; and
 - (g) the total charges paid by the owner/driver to the Contractor for the release of each vehicle.
- E17.3 The Contractor(s) must be capable of submitting their monthly reports via e-mail in an acceptable electronic format (eg Access, Excel, etc). However, the Contractor(s) shall also be required to maintain one (1) hard copy of all records and reports on site.

SECTION D - CITY OWNED VEHICLES AND EQUIPMENT

E18. VEHICLES TO BE TOWED

- E18.1 The Contractor shall tow City owned vehicles and equipment on an "as required" basis.

E19. NUMBER AND TYPE OF TOW TRUCKS

- E19.1 The Contractor shall, at all times, have available at least **one (1) heavy** duty tow truck:
- (a) equipped with dual wheels on the rear axle or axles thereof;
 - (b) having a minimum gross vehicle weight of 22,680 kilograms; and
 - (c) having a **minimum wrecker capacity of 36.3 tonnes.**
- E19.2 The Contractor shall, at all times, have available at least **one (1) medium** duty tow truck:
- (a) equipped with dual wheels on the rear axle or axles thereof;
 - (b) having a **minimum gross vehicle weight of 11,000 kilograms;** and
 - (c) **be a wrecker/wheel lift having all necessary equipment, including dollies.**

- E19.3 The Contractor shall, at all times, have available **one (1) tilt deck or car carrier;**
- (a) equipped with dual wheels on the rear axle or axles thereof;
 - (b) having a minimum gross vehicle weight of 11,000 kilograms; and
 - (c) **having all necessary equipment to secure load to deck including chains, straps and binders.**
- E19.4 The Contractor shall, at all times, have available at least **four (4)** tow trucks:
- (a) equipped with dual wheels on the rear axle or axles thereof;
 - (b) having a **minimum gross vehicle weight of 5,000 kilograms;** and
 - (c) **be a wrecker/wheel lift having all necessary equipment, including dollies.**
- E19.5 The Contractor shall, at all times, have available adequate numbers and types of equipment to perform its responsibilities under this Contract.

E20. RESPONSE TIME

- E20.1 The Contractor shall have the appropriate personnel and equipment on site to perform the Work within one (1) hour of the request for service.

E21. RULES OF TOWING

- E21.1 The tow truck operator shall, where possible, prepare the vehicle for towing by placing the transmission in neutral and disengaging the parking brake. 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.
- E21.2 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 a City employee or upon arriving at the designated tow location. **No additional payment shall be made for such Work.**

E22. PAYMENT

- E22.1 The Contractor shall submit invoices to the locations designated at the time of ordering.
- E22.2 Invoices must clearly indicate, as a minimum:
- 1) equipment/vehicle number;
 - 2) date of Work;
 - 3) location of Work;
 - 4) type and quantity of Work performed;
 - 5) type of equipment used;
 - 6) the amount payable with GST, where applicable, shown as a separate amount; and
 - 7) the Contractor's GST registration number.

E22.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

SECTION E - "CALLOUT LIST" FOR SNOW CLEARING, STREET CLEANING & CONSTRUCTION SEASONS

E23. INTENTION

E23.1 This section will establish hourly rates and a hiring order for towing services during the contract period.

E23.2 The Work under this section is for towing of unattended vehicles that are impeding street cleaning, snow clearing or construction works, generally to a street location in close proximity to the original location. Bidders are allowed to bid by area. For example if a Bidder is only interested in working in the North Area, he would only state a price in the North Area. However, if a Bidder is interested in working in all areas, he must indicate a price for each Area.

E24. BASIS FOR HIRING AND LAYOFF

E24.1 Tow trucks for each Area shall be called on the basis of tendered hourly rate, i.e. the lowest tendered rate in each category will be hired first and laid off last, subject to all provisions of this Specification.

E24.2 Orders pertaining to the hiring and laying off of tow trucks, issued by the Contract Administrator or his designate, shall supercede any orders that may be issued by a supervisor, foreman or other official of the user group.

E25. TOW TRUCKS

E25.1 At the sole discretion of the Contract Administrator, tow trucks which show a history of breakdowns and/or not reporting for work, will not be re-hired until their situation has been re-evaluated by the Equipment and Materials Services Division. The Contractor may be required to produce copies of work orders indicating that the tow truck has been repaired or that any other problem has been rectified.

E26. PERSONNEL

E26.1 Where in the opinion of a City supervisor or foreman, an operator is unqualified, is operating in an unsafe manner, and/or is not accomplishing a satisfactory amount of Work, the tow truck may be dismissed immediately. That suspension shall continue until such time as the inadequacies that resulted in the dismissal have been corrected to the satisfaction of the Contract Administrator.

E27. WORK TICKETS

E27.1 All Contractors and/or their employees operating tow trucks for the City are required to complete work tickets, supplied by the City, at the end of each work shift or when work is completed or otherwise terminated. Tickets must be completed stating date, location of Work, Contractor's name, tow truck unit number, description of tow truck, start and finish time using 24-hour clock, operating hours, operator's signature and operator's name printed. These work tickets shall be signed by the project foreman or his designate and shall be distributed as indicated on the bottom left corner of the ticket. When completing the City of Winnipeg work tickets, equipment unit numbers as listed in the Bid Opportunity must be referenced, **not** driver numbers.

E27.2 Failure to properly complete the work tickets may result in delay of payment for the shift involved. Continued failure to properly complete work tickets may result in a Contractor's equipment being moved to the bottom of an applicable hiring list or suspension from that list.

E28. SUBSTITUTIONS, REPLACEMENTS AND AVAILABILITY

E28.1 In the event that the tow truck as tendered is not available when called, due to breakdown or other circumstances resulting in short term unavailability of the equipment, the City may allow substitution of such equipment providing it is, in the opinion of the Contract Administrator, at least equal in all respects to the equipment for which it is being substituted.

E28.2 The total number of tow trucks working for the City shall not, due to such substitution, exceed the total number of units originally quoted for the Area.

E28.3 All substitutions must be approved by the Equipment Dispatch Office of the Equipment and Materials Services Branch prior to such tow truck commencing work.

E28.4 In the event the Contractor sells or otherwise disposes of a tow truck on the Callout list, the Contractor shall be allowed to replace with a like tow truck for the tow truck that has been disposed of subject to the approval of the Contract Administrator. The Contract Administrator shall be the sole judge whether the replacement tow truck is a like tow truck. All requests for replacements resulting from disposal of a tow truck shall be submitted in writing to:

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

E28.5 The Contract Administrator reserves the right, at any time, at his discretion, to ask for proof that a tow truck quoted is in fact owned or contracted by the Contractor. This proof may be by means of physical inspection of equipment or submission of suitable documentation deemed appropriate by the Contract Administrator.

E28.6 In the event that such proof is not produced, the tow truck in question may be removed from its respective Callout list.

E29. FAILURE TO SUPPLY TOW TRUCK WHEN CALLED

E29.1 In the event that the tow truck is not available or cannot otherwise be supplied when called, no further attempt shall be made by the City to employ such tow truck until the Contractor involved informs the City of the availability of the tow truck. If the reason for the failure to respond is for other than breakdown, the matter will be reviewed by the Contract Administrator to determine if further action is required. Further action, as determined by the Contract Administrator, may include, but not necessarily be limited to, Suspension from the Callout list for a period to be determined by the Contract Administrator.

E30. WITHDRAWAL OF TOW TRUCK PRIOR TO LAYOFF

E30.1 Should a tow truck be withdrawn prior to layoff and it becomes necessary to replace that piece of equipment, the piece of equipment that was withdrawn shall not be allowed to Work until the circumstances have been reviewed by the Contract Administrator. If, however, a tow truck that was withdrawn and replaced, should become available, and is required by a user, it will be allowed to Work, but will be placed at the bottom of its Callout list for a duration of 72 hours. If the reason is for other than breakdown, the matter will be reviewed by the Contract Administrator to determine if further action is required.

E31. AVAILABILITY OF TOW TRUCKS

E31.1 Should the Contractor when a request for service is made not give a firm commitment, the City will consider that the tow truck shall be hired in its regular slot if the City is called with a firm commitment prior to filling its requirements. If the requirements have been filled, the tow truck will not be allowed to Work for 72 hours.

E32. SUSPENSION AND REMOVAL FROM THE CALLOUT LISTS

E32.1 At the sole discretion of the Contract Administrator, the City may remove any designated tow truck from the Callout lists for specific instances of unacceptable performance such as, but not limited to:

- (a) equipment mechanical condition;
- (b) operator attitude, ability or actions;
- (c) failure to report to assigned job;
- (d) failure to report at assigned time;
- (e) failure to bring equipment in for inspection, if called to do so;
- (f) failure to properly complete work tickets; and
- (g) low productivity.

E32.2 Permanent removal from the Callout lists may result from repeated instances of unacceptable performance at the sole discretion of the Contract Administrator.

E33. REINSTATEMENT OF TOW TRUCKS

E33.1 To enable suspended tow trucks to be reinstated on the Callout list, the Contractor shall be required to explain the circumstances that caused the suspension. The Contractor shall also be required to identify what corrective actions have been taken to address the cause of the suspension. The Contract Administrator reserves the right to require that the:

- (a) operator be tested by City staff (at the Contractor's expense);
- (b) tow Truck is repaired and inspected after the repair;
- (c) tow Truck and operator are monitored in the field; or
- (d) any other remedy deemed necessary to improve performance.

E34. PAYMENT

E34.1 Payment for hired hourly tow trucks shall be processed through the City of Winnipeg Hired Equipment Payroll System. Payment shall be made bi-weekly subject to, but not limited to, proper documentation of work tickets by the Contractors, the Callout system being used and the correct equipment responding to the Callout. All payments are subject to the approval of the Contract Administrator.

APPENDIX A

Figure A

Background: White
Lettering: Black
Width: 750 mm
Height: 600 mm

THE CITY OF WINNIPEG	
TOWING CONTRACT PRICES	
TOW LIGHT VEHICLES	\$0.00
TOW HEAVY VEHICLES	\$0.00
BOOST	\$0.00
DAILY STORAGE RATE	\$0.00
THE OWNER DOES NOT HAVE TO SIGN ANY DOCUMENT RELEASING THIS COMPANY FROM DAMAGES.	

APPENDIX A

Figure B

Background: White
Lettering: Black
Width: 750 mm
Height: 600 mm

VILLE DE WINNIPEG	
PRIX DES SERVICES DE REMORQUAGE	
RÉMORQUAGE – VÉHICULES LÉGERS	0,00\$
RÉMORQUAGE – VÉHICULES LÉGERS	0,00\$
DÉMARRAGE SECOURS	0,00\$
TARIF JOURNALIER D'ÉNTREPOSAGE	0,00\$
LE PROPRIÉTAIRE/CONDUCTEUR N'EST PAS TENU DE SIGNER UN DOCUMENT EN VUE DE DÉCHARGER CETTE COMPAGNIE DE TOUT DOMMAGE ÉVENTUEL.	

Appendix B

City of Winnipeg

GST Registration No: R121682967

Cost Recovery Report

Reporting Period:

Actual Tows by Category

Number

7 / 9 Rush Hour

15:30 / 17:30 Rush Hour

Bus Stops / Obstruction

Impaired

Unlicensed Drivers

Suspended Drivers

Other (Specify)

Total Tows:

Cost Recovery Fee @ \$3.00 per Tow

\$ _____

Catch and Release

7 / 9 Rush Hour

15:30 / 17:30 Rush Hour

Bus Stops / Obstruction

Other (Specify)

Total Tows:

Cost Recovery Fee @ \$1.50 per Tow

\$ _____

Total Cost Recovery Fee

\$ _____

GST @ 7%

\$ _____

Total Owing:

\$ _____