



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 541-2008**

**PROVISION OF COLLECTION SERVICES FOR THE CITY OF WINNIPEG PARKING  
AUTHORITY**

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## **BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF COLLECTION SERVICES FOR THE CITY OF WINNIPEG PARKING AUTHORITY

### **B2. PURPOSE OF THE PROPOSAL**

B2.1 The City of Winnipeg seeks proposals to provide the following services to the Winnipeg Parking Authority:

- (a) administration of liens, seizures and auctions of vehicles on delinquent accounts; and
- (b) collection procedures on accounts where no vehicle exists or auction proceeds are insufficient to settle the account.

B2.2 Priority of payment for funds received will be settlement of the outstanding account with the WPA. The successful Bidder will be expected to recover all of their costs through fees from the registered owners of vehicles or collection fees, with no costs to the City.

### **B3. SUBMISSION DEADLINE**

B3.1 The Submission Deadline is 4:00 p.m. Winnipeg time, December 18, 2008.

B3.2 Proposals 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.

B3.3 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 B3.1.

### **B4. BIDDER'S CONFERENCE**

B4.1 Further to C3.1, the Contract Administrator will hold a Bidders' Conference at 185 King Street, Main Floor, from 9:00 a.m. to 12:00 noon on December 9, 2008.

B4.2 The Bidder is advised that, at the Bidders' Conference, questions concerning this Bid Opportunity will be addressed.

B4.3 The Bidder shall not be entitled to rely on any information or interpretation received at the Bidders' Conference unless that information or interpretation is provided by the Contract Administrator in writing.

### **B5. ENQUIRIES**

B5.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

B5.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B5.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B5.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B5.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B5.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B5 unless that response or interpretation is provided by the Contract Administrator in writing.

## **B6. CONFIDENTIALITY**

B6.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

B6.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Contract Administrator.

## **B7. ADDENDA**

B7.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

B7.2 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.

B7.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.

B7.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B7.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

## **B8. SUBSTITUTES**

B8.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.

B8.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B8.3 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.

B8.4 The Bidder shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same

function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;

- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.

B8.5 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.

B8.6 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.

B8.6.1 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.

B8.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.

B8.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B19.

B8.9 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.

B8.10 Notwithstanding B8.2 to B8.9 and in accordance with B9.5, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B20.1(a).

## **B9. PROPOSAL SUBMISSION**

B9.1 The Proposal shall consist of the following components:

- (a) Form A: Proposal;
- (b) Form B: Prices;
- (c) industry experience of key personnel;
- (d) Operating Plan describing how the Bidder proposes to provide the requirements in accordance with the Request for Proposal document.

B9.2 Further to B9.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B8.

B9.3 All components of the Proposal shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B9.3.1 Bidders should submit one (1) unbound original (marked “original”).

B9.4 Bidders are advised not to include any information/literature except as requested in accordance with B9.1.

B9.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Proposal document, including the General Conditions, will be evaluated in accordance with B20.1(a).

- B9.6 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B9.6.1 Samples or other components of the Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B9.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B9.8 Proposals shall be submitted to:  
The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

## **B10. PROPOSAL**

- B10.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B10.2 Paragraph 2 of Form A: Proposal 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.
- B10.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B10.2.
- B10.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.
- B10.4 Paragraph 11 of Form A: Proposal 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.
- B10.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B10.5 If a Proposal 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 Proposal and the Contract, when awarded, shall be both joint and several.

## **B11. PRICES**

- B11.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B11.1.1 Notwithstanding C11.1.1, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B11.2 The Bidder should consider the historical data provided in E3 for assistance in developing prices.
- B11.3 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B11.4 Further to B11.3, the Total Bid Price shall be based on 2000 files forwarded to the Contractor for collection.
- B11.4.1 Further to B11.3, in the event that a file forwarded to the Contractor involves an individual with no registered vehicle, the Contractor will be entitled to a percentage of the recovered proceeds in accordance with currently accepted standards within the collections industry and as mutually agreed upon by the Winnipeg Parking Authority and the Contractor.
- B11.5 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.
- B11.6 Prices from Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B12. QUALIFICATION**

- B12.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
  - (b) be financially capable of carrying out the terms of the Contract; and
  - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B12.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt/debar.stm>.
- B12.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
  - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

- (d) have personnel bonded and licensed as bailiff(s) in accordance with provincial regulations prior to the commencement of Work;
- (e) have a storage facility (for towed vehicles) located within the City limits and be reasonably close to public transit.

B12.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B12.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

### **B13. INDUSTRY EXPERIENCE OF KEY PERSONNEL**

B13.1 The Bidder shall submit resumes indicating the industry experience of key personnel.

### **B14. OPERATING PLAN**

B14.1 The Bidder shall provide an Operating Plan that demonstrates how the Bidder intends to fulfill the requirements of the contract in accordance with the Request for Proposal document.

### **B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B15.1 Proposals will not be opened publicly.

B15.2 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 Division internet site at <http://www.winnipeg.ca/matmgt>.

B15.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal 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.

B15.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his submission upon written request to the Contract Administrator.

### **B16. IRREVOCABLE OFFER**

B16.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

### **B17. WITHDRAWAL OF OFFERS**

B17.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B17.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B17.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B17.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Proposal withdrawn.

B17.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B16.2 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.

## **B18. INTERVIEWS**

B18.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

## **B19. NEGOTIATIONS**

B19.1 The City reserves the right to negotiate details of the Contract with any Bidders. Bidders are advised to present their best offer, not a starting point for negotiations in their proposal submission.

B19.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

B19.3 If, in the course of negotiations, the Bidder amends or modifies a proposal after the Submission Deadline, the City may consider the amended proposal as an alternative to the proposal already submitted without releasing the Bidder from the proposal as originally submitted.

## **B20. EVALUATION OF PROPOSALS**

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

- (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom:
  - (i) mandatory requirements (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12:
  - (i) mandatory qualifications (pass/fail);
- (c) Detailed Prices 70%
- (d) industry experience of key personnel 5%
- (e) operating plan 25%.
- (f) economic analysis of any approved alternative pursuant to B8;

B20.2 Further to B20.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal is incomplete, obscure or conditional, or contains additions, deletions, alterations or

other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

- B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal or in other information required to be submitted, that he is responsible and qualified.
- B20.4 Further to B20.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B20.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B20.4.2 Further to B20.1(c), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B20.5 Further to B20.1(d), industry experience of key personnel will be evaluated considering the Bidder's Proposal or in other information required to be submitted.
- B20.6 Further to B20.1(e), the Bidder is required to submit an operating plan that outlines how the Bidder will undertake the expected collection activity as set by the Winnipeg Parking Authority in accordance with E2. The Operating Plan should include but not be limited to the following:
- (a) the fees charged by the Contractor to the registered owner must be outlined as per the form of the schedule in accordance with E2.4 and E2.5:
    - (a) Schedule (I) non-auction related fees and schedule;
    - (b) Schedule (II) auction fee – schedule of payments.
- B20.7 This Contract will be awarded as a whole.
- B20.8 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B20.1(a) and B20.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

## **B21. AWARD OF CONTRACT**

- B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B21.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B21.2.1 Without limiting the generality of B21.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Proposal is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B21.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.

- B21.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Proposal upon written request to the Contract Administrator.
- B21.4 Notwithstanding C4 and Paragraph 6 of Form A; Proposal, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B21.5 The Contract Documents, as defined in C1.1(n) (ii), 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.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm) .
- C0.1.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

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

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

#### **D2. SCOPE OF WORK**

D2.1 The Work to be done under the Contract shall consist of collection services for the City of Winnipeg Parking Authority for the period from award of contract to December 31, 2009, with a mutually agreed upon extension each year up to five (5) consecutive additional years .

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

- (a) collection of outstanding parking ticket accounts as provided by the City of Winnipeg Parking Authority;
- (b) development of required documentation, assignment and delivery of liens; and
- (c) bailiff services, processing of property seizure, towing and storage, property disposal and remittance of funds.

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

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

D2.3.2 Subject to C7.2, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2009.

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

#### **D3. CONTRACT ADMINISTRATOR**

D3.1 The Contract Administrator is:  
Randy Topolniski  
Manager, Enforcement and Compliance  
Winnipeg Parking Authority  
495 Portage Avenue  
Winnipeg MB R3B 2E4  
  
Telephone No. (204) 986-2886  
Facsimile No. (204) 986-5155

D3.2 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.

#### **D4. CONTRACTOR'S SUPERVISOR**

- D4.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.
- D4.2 Before commencement of Work, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D4.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

#### **D5. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION**

- D5.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- D5.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.
- D5.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

#### **D6. NOTICES**

- D6.1 Notwithstanding C22.3, 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 Financial Officer  
Administration Building, 3rd Floor  
510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: (204) 949-1174

### **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. INSURANCE**

- D8.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) Commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such

liability policy to also contain a cross-liability clause, contractual liability and products and completed operations cover, to remain in place at all times during the performance of the Work;

- (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), to remain in place at all times during the performance of the Work; such insurance may be met through the commercial general liability cover where applicable;
- (c) Standard Garage Automobile policy with minimum limits as follows:
  - (i) Section A – Third Party Liability – in the amount of at least two million dollars (\$2,000,000.00);
  - (ii) Section E1 – Collision or Upset – for vehicles in the care, custody, or control of the Contractor in the amount of at least one hundred thousand dollars (\$100,000.00) per loss, with a maximum deductible of five hundred dollars (\$500.00);
  - (iii) Section E2 – Specified Perils - in the amount of at least five hundred thousand dollars (\$500,000.00); if applicable, coverage to also include open lot pilferage endorsement, with a maximum deductible of five hundred dollars (\$500.00);
  - (iv) The City of Winnipeg added as an additional insured;
- (d) Employee Dishonesty Bond, or the equivalent third party insurance cover which includes third party employee dishonesty cover, in an amount of not less than one hundred thousand (\$100,000) dollars covering all of the Contractor's employees, agents, and subcontractors involved in providing the services, for customer cash, negotiable securities, and other valuables caused by the fraudulent or dishonest act, or acts, of the Contractor, Contractor's Employees, Agents or Subcontractors.

D8.2 All policies shall be taken out with insurers licensed to and carrying on business in the Province of Manitoba.

D8.3 Deductibles shall be borne by the Contractor.

D8.4 The Contractor shall not cancel, or cause any such policy or policies to lapse without a minimum thirty (30) days prior written notice to the City.

D8.5 The Contractor shall provide written notice to the City of Winnipeg of any material changes to their policies within thirty (30) days of the change taking effect.

D8.6 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site.

D8.7 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 and for any subsequent renewals thereof, provided that the City shall give the Contractor reasonable notice and shall request reasonable change.

## **D9. SUBCONTRACTOR LIST**

D9.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site.

## **D10. EQUIPMENT LIST**

D10.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at least two (2) Business Days prior to the commencement of any Work on the Site.

## **D11. SECURITY CLEARANCE**

- D11.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence.
- D11.1.1 The original Criminal Record Search Certificate (Form P-253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Criminal Record Search Certificate (Form P-253) to the Contract Administrator.
- D11.2 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- D11.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work.
- D11.4 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.
- D11.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.

## **CONTROL OF WORK**

### **D12. COMMENCEMENT**

- D12.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D12.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D7;
    - (ii) evidence of the workers compensation coverage specified in C6.14;
    - (iii) evidence of the insurance specified in D8;
    - (iv) evidence of personnel being bonded and duly licensed in accordance with B12.3(d);
    - (v) subcontractor's list as specified in D9;
    - (vi) equipment list as specified in D10 and
    - (vii) the security clearances specified in D11.
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

### **D13. RECORDS**

- D13.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D13.2 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);
- (d) description and quantity of services provided;
- (e) names and shift working times; and
- (f) rates for all personnel.

D13.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

## **MEASUREMENT**

### **D14. SUMMARY OF WORK COMPLETED**

D14.1 The Summary of Work must clearly indicate, as a minimum:

- (a) the City's order number;
- (b) date(s) of provision of services;
- (c) location at which service was provided;
- (d) type and quantity of services provided;
- (e) copy of invoice to registered owner.

## **WARRANTY**

### **D15. WARRANTY**

D15.1 Warranty is as stated in C12.



**FORM K: EQUIPMENT**  
(See D10)

PROVISION OF COLLECTION SERVICES FOR THE CITY OF WINNIPEG PARKING AUTHORITY

<p>1. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>2. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>3. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>

**FORM K: EQUIPMENT**  
(See D10)

PROVISION OF COLLECTION SERVICES FOR THE CITY OF WINNIPEG PARKING AUTHORITY

<p><b>4. Category/type:</b></p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p><b>5. Category/type:</b></p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p><b>6. Category/type:</b></p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>

## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B8.

#### E2. SERVICES

- E2.1 The Contractor shall provide offsite comprehensive end to end fully outsourced collection services for the City of Winnipeg Parking Authority to enforce City By-Laws and policies regarding parking activities in accordance with the requirements hereinafter specified.
- E2.2 All parking related City by-law enforcement tickets issued are enforced under the Provincial Summary Convictions Act. All vehicles apprehended in contravention of the Act are ticketed and the registered owners of these vehicles are required to pay the set fine. If the registered owner challenges the ticket in Court and loses the challenge, or if the registered owner does not correctly address the charge, the Court applies a Default Conviction under the Act and empowers the City and Winnipeg Parking Authority to exercise collection efforts.
- E2.3 To consolidate this collection effort, the Winnipeg Parking Authority is seeking a Contractor to perform the following centralized collection activities.
- E2.3.1 Register and Deliver a Lien - When a registered owner of a motor vehicle has an outstanding account with the Winnipeg Parking Authority, the account will be singled out for collection; the Winnipeg Parking Authority will provide the contractor with the full name, most recent address and vehicle registration information of the vehicle owner as obtained from the Provincial vehicle registration database (Manitoba Public Insurance). The Contractor will verify information provided and conduct a search of the appropriate Personal Property Security Act registration database for that owner, and register a Lien and apply a processing fee to the account holder in accordance with the Act. The Contractor will produce a "Notice of Lien" (precedent copy will be provided) and ensure the notice is delivered to the last known address of the registered owner of the vehicle in accordance to the Summary Convictions Act. Service to this address (and not Personal Service to the registered owner) is sufficient under the Summary Convictions Act.
- E2.3.2 Notify the Winnipeg Parking Authority of the Lien - An Affidavit of Service will be completed by the delivery individual attesting to the completion of the task (precedent copy will be provided) and the affidavit will be "electronically scanned" and retained in the customer file commenced by the Contractor. The Contractor will forward the originally signed affidavit of service within five (5) Business Days to:  
  
The Winnipeg Parking Authority  
495 Portage Avenue  
Winnipeg MB R3B 2E4
- E2.3.3 Accept Payment when Offered – The contractor will accept payment for fines and fees directly, and will remit the total value of outstanding fines to the Winnipeg Parking Authority. If the registered owner attends the Winnipeg Parking Authority office and makes payment of all fines and fees, the Authority will advise the Contractor to cease action. The Contractor will recover their fees by issuing an invoice and/or commence collection activities addressed to the Account holder/Registered owner for their services provided to collect the outstanding account
- E2.3.4 Issue a Warrant to Seize – Where payment of fines and fees is not received, on the 16<sup>th</sup> working day following that date of Lien service, the Contractor will produce a "Warrant to Seize" personal property (a vehicle) from the offended in lieu of the fine and fee payment

(sample copy will be provided) and will arrange for execution of the warrant. The Contractor will then appoint a bailiff to complete the seizure/recovery and tow the vehicle to the Contractor's storage facility. In cases where the asset is not located the Contractor will use its resources to skip trace/engage third party skip tracers to support the recovery process. If the subject vehicle is not located, the Contractor will commence any further collection activity required to fulfill the outstanding debt. The Contractor will notify the Winnipeg Parking Authority immediately upon seizure/recovery of the subject vehicle. The vehicle will be transported to an area of the Contractor's choosing where it can be securely stored and the debtor is provided with the opportunity to redeem. The storage area must be well lit, safe and secure to prevent damage to vehicles or any personal safety threat to a vehicle owner seeking to recover his vehicle.

E2.3.5 Facilitate Recovery - If the registered owner wishes to redeem the vehicle, the Contractor will accept payment of all fines and fees and release the vehicle with all paperwork in accordance with the Act. If the owner chooses to make payment of all fines and fees at the Winnipeg Parking Authority office, the Authority will notify the Contractor that the account is paid, and the registered owner will attend to the Contractor's storage facility and produce the "paid in full" receipt from the Winnipeg Parking Authority. The Contractor will then release the vehicle to the registered owner upon the further payment and will invoice the Winnipeg Parking Authority as per the agreed fee schedule.

E2.3.6 If the registered owner does not clear the outstanding account and redeem the vehicle, and after the prescribed waiting period as required by legislation, the Contractor will facilitate sale of the vehicle at public auction. The Contractor will arrange to have the vehicle delivered to the auction site along with all the notifications required as prescribed by the legislation. Upon successful sale of the vehicle the Contractor will disburse sufficient funds to the Winnipeg Parking Authority to settle the fine portion of the debt, and retain sufficient funds as the Contractor requires to pay service expenses. If the sale of the vehicle fails to recover sufficient funds to pay the outstanding account with the Winnipeg Parking Authority, the Contractor will take such steps to collect the balance of the debt in accordance with industry accepted practices for collection which includes but is not limited to the registration of the outstanding debt with credit reporting agencies.

E2.3.7 If the outstanding account holder does not have any registered vehicles, the Contractor will immediately commence collection services to satisfy the debt in accordance with industry accepted practices for collection which includes but is not limited to the registration of the debt with credit reporting agencies.

#### E2.4 Schedule (I) Non – Auction Related Fees

E2.4.1 All files will be eligible for a File administration fee charged to the account holder/registered owner by the Contractor – opening file which includes but is not limited to the following services:

- (a) Assignment Validation, Verification & Preparation:
  - (i) Receipt of assignment;
  - (ii) Confirmation of account receipt;
  - (iii) Obtain documents from Winnipeg Parking Authority, image documents as required;
  - (iv) Obtain/determine Black Book Value.

E2.4.2 Additional Non-Auction related fees include, but are not limited to the following services for each action and will be charged to the account holder/registered owner.

- (a) Personal Property Securities Act Vehicle Search & Related Services:
  - (i) Initial PPSA search;
  - (ii) Lien registration;
  - (iii) Generation of Notice;
  - (iv) Assignment of Delivery of "Notice of Registration of Lien" to Bailiff;
- (b) Repossession/recovery:

- (i) Forwarding of seizure assignment to licensed bailiff for recovery;
  - (ii) Bailiff to follow up, notify police agency if Debtor not present at time of repossession;
  - (iii) Forwarding assignment to skip tracing agent if security not located;
  - (iv) Negotiation and settlement of 3rd party lien;
  - (v) Confirmation of repossession;
  - (vi) PPSA search fee paid to provincial agency;
  - (vii) Motor vehicle search fee paid to ministry;
  - (viii) Arranging transport of security;
  - (ix) Storage of security on controlled, secure compounds;
  - (x) Arranging locksmith or keys from key codes if required;
  - (xi) Administration and disbursement of all fees and payouts;
- (c) Appraisal & Related Services:
- (i) Appraisal, detailed condition report and ACV assessment;
  - (ii) Digital photos of vehicle (condition report/damage to security);
- (d) Remarketing/Auction of security:
- (i) Internet, advertising of security for sale;
  - (ii) Preparation of notices required by legislative acts to sell security;
  - (iii) Delivery of Notice of Intention to sell;
  - (iv) 3rd party notices, conversion or lien interest;
  - (v) Disbursements related to delivery of all Notices;
  - (vi) Administration and disbursement of all fee and payouts;
  - (vii) GST form and direction for proceeds input;
- (e) Additional collection services on outstanding account:
- (i) All efforts to collect outstanding balance of the debt in accordance to industry accepted practices for collection which includes but is not limited to the registration of the debt with Credit Reporting Agencies;
- (f) File Closure Activities:
- (i) PPSA Personal Property Securities Act discharge of Lien;
  - (ii) Administration and disbursement of all fees and payouts;
- (g) Inventory Management System & Reporting:
- (i) Complete portfolio tracking, on the account level, as well as inventory;
  - (ii) Ability to generate additional reports as required by the vendor;
  - (iii) Audit;
- (h) Disbursements:
- (i) Seizure/recovery;
  - (ii) Delivery of Lien Notice;
  - (iii) Storage;
  - (iv) Transport;
  - (v) Advertising;
  - (vi) Locksmith (if required);
  - (vii) Cleaning and reconditioning.

E2.5 Schedule (II) Auction Fee – Schedule of Payments:

- (a) Winnipeg Parking Authority Account;
- (b) Contractors File administration fee;
- (c) Towing and Storage fees if applicable;

- (d) Contractor's additional auction fees; and
- (e) Any further surplus of funds to be returned to the Winnipeg Parking Authority.

### **E3. HISTORICAL DATA**

E3.1 Invoice amounts for information purposes of the Winnipeg Parking Authority for the following pricing scenarios:

- (a) File opened, Lien registered, Lien served – no communication from RO, unsuccessful collection efforts- no funds received by the Winnipeg Parking Authority.
- (b) File opened, Lien served – RO (client) attends WPA office and pays entire account prior to Bailiff Assignment, therefore no seizure assignment is required
- (c) File opened, Lien served – RO (client) attends WPA office and pays entire account after the Bailiff assignment.
- (d) File opened, Lien registered, Lien served – vehicle seized – RO attends WPA office and pays account in full.
- (e) File opened, Lien registered, Lien served – vehicle seized – no communication – vehicle proceeds to auction (use a vehicle with a 2002 model year, domestic vehicle). Auction recovers the full amount of the outstanding Winnipeg Parking Authority account plus all related fees from the Contractor.
- (f) File opened, Lien registered, Lien served – vehicle seized – no communication – vehicle proceeds to auction (use a vehicle with a 2002 model year, domestic vehicle). Auction does not yield sufficient funds to cover Winnipeg Parking Authority account, Account sent for further collection effort and successfully collects enough funds to cover the outstanding accounts and Contractor's fees.
- (g) File opened, Lien registered, Lien served – vehicle seized – no communication – vehicle proceeds to auction (use a vehicle with a 2002 model year, domestic vehicle). Auction does not yield sufficient funds to cover Winnipeg Parking Authority account, account sent for further collection and does not successfully recover enough funds to cover the Winnipeg Parking Authority and Contractor's fees.
- (h) File opened, no vehicle registered, account proceeds to collection process and is successful in recovering full amount of the Winnipeg Parking Authority account.
- (i) File opened, no vehicle registered, account proceeds to collection process and insufficient/no funds recovered.

E3.1.1 The Winnipeg Parking Authority had approximately 3,000 outstanding accounts as of January 1, 2008 and will expect the addition of approximately 30 – 35 new outstanding accounts monthly. For pricing estimates on the above, the following percentages are based on the first half of 2008

- (a) Scenarios E3.1(a) to E3.1(c) - 70%
- (b) Scenarios E3.1(d) to E3.1(g) - 10%
- (c) Scenarios E3.1(h) & E3.1(i) - 20%