



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 838-2010

PROVISION OF TOWING AND STORAGE OF MOTOR VEHICLES

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF TOWING AND STORAGE OF MOTOR VEHICLES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, January 6, 2011.

B2.2 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.

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 D5.1.

B3.2 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.

B3.3 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.

B3.4 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.

B3.5 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.

B3.6 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. CONFIDENTIALITY

B4.1 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.

B4.2 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.

B5. ADDENDA

B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 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.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The 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.
- B6.5 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.
- B6.6 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.
- B6.6.1 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.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 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 B18.1.

- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B6.10 Notwithstanding B6.2 to B6.9 and in accordance with B8.5, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B19.1(a).

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices;
 - (c) Operating Plan;
 - (d) Industry Experience of Key Personnel.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 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.
- B7.3.1 Bidders should submit one (1) unbound original (marked "original") and three (3) copies.
- B7.4 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Proposal document, including the General Conditions, will be evaluated in accordance with B19.1(a).
- B7.6 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B7.6.1 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.
- B7.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.8 Proposals shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B8. PROPOSAL

- B8.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B8.2 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.

B8.2.1 If a Proposal is submitted jointly by two (2) or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 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.

B8.4 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.

B8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B8.5 If a Proposal is submitted jointly by two (2) 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.

B9. PRICES

B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 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.

B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.

B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9.5 Prices indicated in Form B: Prices shall include a twenty-five dollar (\$25.00) administration fee for all towing services. This fee shall be included in the towing fee that is payable by the owner/driver of the towed vehicle and which the Contractor will forward to the City.

B9.6 Where the owner/driver of the vehicle is only liable for half the towing rates and Interruption of Towing the cost recovery fee shall be twelve dollars and fifty cents (\$12.50) which the Contract will forward to the City.

B10. QUALIFICATION

B10.1 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.

B10.2 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 website at <http://www.winnipeg.ca/matmgt/debar.stm>

B10.3 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);

B10.4 Further to B10.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>)

B10.5 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.

B10.6 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.

B11. INSPECTION OF EQUIPMENT AND FACILITIES

B11.1 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 Contract Administrator will assign Bidder(s) an inspection period following the Submission Deadline.

- (b) each Bidder 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 am and 4:30 pm on any day(s) during its assigned inspection period;
- (c) each Bidder will be provided with a list of any observed deficiencies;
- (d) if any deficiencies are identified, the 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 will be disqualified for use in the Work and will not be considered when evaluating the Bidder(s) qualifications, if it is:
 - (i) not presented for inspection during the Bidder's assigned inspection period; or
 - (ii) found to have deficiencies which are not remedied and re-inspected by 4:30 p.m. on the last day of the Bidder(s) assigned inspection period;
- (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 a Bidder not have sufficient equipment qualified to perform the Work of the Contract, the Bidder will not be considered to be qualified to perform the Work of the Contract.
- (h) in the event that a successful Bidder 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.

B11.2 Facilities will be inspected as follows:

- (a) the Contract Administrator will assign Bidder(s) a day for inspection of their facilities;
- (b) each Bidder shall ensure that a representative 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 Bidder will be provided 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; 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 to the satisfaction of the Contract Administrator;
- (e) any facility will be disqualified for use in the Work and will not be considered when evaluating qualification if it is:
 - (i) not made available for inspection on the Bidder's assigned day; or
 - (ii) found to have deficiencies which are not remedied and re-inspected in accordance with B11.2(d)(i) above nor proposed to be remedied in accordance with B11.2(d)(ii).

B11.3 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 work the Bidder may be performing.

B12. OPERATING PLAN

B12.1 The operating plan shall indicate how the Bidder will meet the expected towing and storage requirements herein after specified in accordance with the requirements, paying close attention to the Towing and Storage volumes in D3;

- (a) Winnipeg Parking Authority towing and storage of motor vehicles;
 - (i) Meeting required response times in a minimum of eighty percent (80%) of the calls for service;

- (ii) Meeting the required storage levels for potential daily maximum volume of vehicles ordered towed, with an expected twenty (20%) percent volume of vehicles not being released within twenty-four (24) hours;
 - (iii) an implementation plan for the real-time notification of commencement of towing;
 - (iv) an implementation plan for the real-time notification of arrival at compound;
 - (v) an implementation plan for GPS location tracking of vehicles being towed by Contractor, with the capability for the WPA to remotely monitor the same information.
- (b) a Spill Response and Safety Plan;
- (c) a summary of the Bidder's experience with and references for similar work;
- (d) a summary of the size and capacity of the Bidder to carry out the specified level of work; which includes, but is not limited to:
- (i) an attendance management policy;
 - (ii) a spill response plan;
 - (iii) proof of ownership of equipment or an acceptable for of proof the bidder has exclusive access to all the required towing equipment essential to the completion of the Work as specified in E2;
 - (iv) a summary of the vehicle compound(s) the bidder intends to use in fulfillment of the requirement of the contract including the number of vehicles that can be stored. Where the bidder proposes to add additional capacity to meet the requirements outlined in section D3, they must provide evidence of guaranteed access to the required resources and the plan to bring these resources within the requirements of the contract, and applicable zoning requirements, within thirty (30) days of the award of contract as part of the facility inspection process as outlined in B11.2.

B13. INDUSTRY EXPERIENCE OF KEY PERSONNEL

- B13.1 The Bidder shall submit a summary of industry experience of key personnel associated with the contract. Bidders are encouraged to include industry experience of key personnel of sub-contractors.

B14. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B14.1 Proposals will not be opened publicly.
- B14.2 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 website at <http://www.winnipeg.ca/matmgt>
- B14.3 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.
- B14.4 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.

B15. IRREVOCABLE OFFER

- B15.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B15.2 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.

B16. WITHDRAWAL OF OFFERS

B16.1 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.

B16.1.1 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.

B16.1.2 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.

B16.1.3 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 B16.1.3(b), declare the Proposal withdrawn.

B16.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B15.2 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.

B17. INTERVIEWS

B17.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

B18. NEGOTIATIONS

B18.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B18.2 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.

B18.3 If, in the course of negotiations pursuant to B18.2 or otherwise, 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.

B19. EVALUATION OF PROPOSALS

B19.1 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: (pass/fail);

- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9.4: (pass/fail);
- (c) Inspection (pass/fail);
- (d) Operating Plan 35%;
- (e) Experience of Key Personnel 5%;
- (f) Bid Price 60%;
- (g) economic analysis of any approved alternative pursuant to B6.

B19.2 Further to B19.1(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.

B19.3 Further to B19.1(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.

B19.4 Further to B19.1(c), the Inspection will be evaluated considering the information submitted, and its likelihood of supporting continuous successful performance of the Work of the Contract.

B19.5 Further to B19.1(d), the Operating Plan will be evaluated considering the information submitted, and its likelihood of supporting continuous successful performance of the Work of the Contract;

B19.5.1 Further to B19.5, if, in the sole opinion of the City, the Operating Plan does not achieve a score of eighteen (18) points. It will be determined to fail and the Proposal will not be further evaluated.

B19.6 Further to B19.1(e), the Experience of Key Personnel will be evaluated considering the information submitted and the amount of experience of key personnel with Work of similar nature, scope and value.

B19.7 Further to B19.1(f), the Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B20. AWARD OF CONTRACT

B20.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B20.2 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.

B20.2.1 Without limiting the generality of B20.2, 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.

B20.3 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.

- B20.3.1 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.
- B20.4 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.
- B20.5 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 website at 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*
- C0.1 These General Conditions are applicable to the Work of the Contract.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist the provision of towing and storage of motor vehicles for the period starting May 1, 2011 until October 31, 2011, with the option of two (2) mutually agreed upon one (1) year extensions.

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

D2.1.2 Changes resulting from such negotiations shall become effective on November 1st (see Bid Opportunity 323-2010) of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

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

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

D2.2.2 Subject to C7.2, 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, 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. TOWING AND STORAGE VOLUMES

D3.1 During 2009, the Winnipeg Parking Authority issued parking offence notices for the following offences, for which tows were ordered:

- (a) Morning Rush Hour – two thousand, seven hundred and forty-three (2743);
- (b) Afternoon Rush Hour – ten thousand, seven hundred and fifty (10,750);
- (c) No Parking - Bus Stop – one thousand seven hundred and seventy (1,770);
- (d) Parking in an Intersection – forty-three (43); and
- (e) No Parking – Street Works – two thousand, two hundred and twenty-six (2,226).

D3.1.1 During 2009, the Winnipeg Parking Authority issued parking offence notices for the following offences, for which tows may or may not have been ordered (approximately five (5)% of issued offence notices had tows ordered):

- (a) No Parking – Anytime – eleven thousand, eight hundred and seventy (11,870);
- (b) No Parking – Fire Lane – nine hundred and thirty (930); and
- (c) Parking So as to Obstruct Traffic – eight hundred and forty (840).

D3.1.2 Based on the above, the expected number of offence notices for which tows will be ordered is eighteen thousand five hundred (18,500) annually.

- D3.1.3 Based on average volumes of tows ordered over a rolling five day period, and taking into account single day maximums for various offences and an 'unclaimed vehicle count' of twenty (20)% per day, the **minimum** vehicle storage capacity required is two hundred and twenty five (225) vehicles, exclusive of capacity for vehicles which will remain unclaimed for up to sixty (60) days and exclusive of any other storage requirements which the Bidder may have.
- (a) The Average number of tows ordered per day in 2009 was:
 - (i) Morning Rush Hour – eleven (11);
 - (ii) Afternoon Rush Hour – forty-three (43);
 - (iii) No Parking – Bus Stop – seven (7); and
 - (iv) No Parking – Street Works – seventy-five (75).
 - (b) The Average number of tows ordered per day is based on the following:
 - (i) 250 business days for all offences other than No Parking – Street Works; and
 - (ii) Street cleaning occurs during two (2) periods of three (3) weeks in duration the spring and fall, resulting in the number of tows being averaged based on 30 days.
 - (c) The largest number of tows ordered in a single day was:
 - (i) Morning Rush Hour - twenty-four (24);
 - (ii) Afternoon Rush Hour – eighty-nine (89); and
 - (iii) No Parking - Street Work – one hundred and thirty (130).

D4. DEFINITIONS

- D4.1 **“Storage”** shall be a flat rate per vehicle per day for storage of a towed vehicle which shall apply for each twenty-four hour (24) 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).
- D4.2 **“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.
- D4.3 **“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.
- D4.4 **“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.

D5. CONTRACT ADMINISTRATOR

- D5.1 The Contract Administrator is:
- Randy Topolniski
Manager Enforcement and Compliance
Winnipeg Parking Authority
495 Portage Avenue
Winnipeg MB R3B 2E4
- Telephone No.: (204) 986-5762
Facsimile No.: (204) 986-5155

D5.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D6. CONTRACTOR'S SUPERVISOR

D6.1 Further to C6.19, 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.

D6.2 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.

D6.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D7. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

D7.1 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.

D7.2 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.

D7.3 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.

D8. NOTICES

D8.1 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 facsimile number:

The City of Winnipeg
Chief Financial Officer

Facsimile No.: (204) 949-1174

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

D9.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D10. SAFE WORK PLAN

D10.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D10.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D11. INSURANCE

D11.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if required, automobile liability insurance for 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;
- (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);
- (d) open lot pilferage endorsement to D11.1(c)(ii), if applicable, with a maximum deductible of five hundred (\$500.00) dollars.

D11.2 Deductibles shall be borne by the Contractor.

D11.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site.

D11.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D11.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D12. SECURITY CLEARANCE

D12.1 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.

D12.2 The Criminal Record Search shall include a Vulnerable Sector Search. This can be obtained by completing and providing the following in person to the Winnipeg Police Service Bureau of Police Records, 4th Floor, 151 Princess Street:

- (a) Form P-612 Check the following boxes: Vulnerable Sector; and Other by inputting the Request for Proposal Number in the space provided. This form can be found on the website at:
www.winnipeg.ca/police/BPR/forms/Criminal_Record_Check_P612.doc

- (i) Individuals will need to state in Section 2 of the form, that they may be working in City of Winnipeg pools, libraries and community centres;
 - (ii) Individuals will need to sign and date Section 3 of the form.
 - (b) Two (2) pieces of identification as stated in Bureau of Police Records on the website at: www.winnipeg.ca/police/BPR/id.stm
 - (c) Fee for each individual applying for a Criminal Record Search. Fee schedule can be found on the website at: www.winnipeg.ca/police/BPR/fees.stm
- D12.2.1 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.
- D12.3 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.
- D12.4 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.
- D12.5 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.
- D12.6 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

D13. PERFORMANCE SECURITY

- D13.1 The Contractor 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 fifty thousand dollars (\$50,000.00); or
 - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty thousand dollars (\$50,000.00); or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty thousand dollars (\$50,000.00).
- D13.1.1 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.

D14. ADMINISTRATION FEE

- D14.1 The Contractor shall submit an Administration Fee, to the City for all tows ordered for the Winnipeg Parking Authority (WPA) including, but not limited to the following offences:
- (a) 07:00 to 09:00 rush hour tows (morning);
 - (b) 15:30 to 17:30 rush hour tows (afternoon);
 - (c) Bus Stops;
 - (d) Obstructions to traffic;
 - (e) No Parking – Street Works, where a citation is issued and a tow is ordered by WPA staff.
- D14.2 The Administration Fee, for all tows the Winnipeg Parking Authority (WPA) shall be in the following amounts and shall be included in the amount indicated on Form B: Prices:
- (a) Twenty-five dollars (\$25.00) per tow of a motor vehicle;
 - (b) Twelve dollars and fifty cents (\$12.50) per interrupted tow.
- D14.3 The Contractor shall, on or before the fifteenth (15th) day of each month, file a report to the City, for all motor vehicles towed, during the calendar month immediately preceding, in accordance with D18.2, and shall, at that time, remit to the City the Administration Fee(s) in respect of all applicable tows. The format of the report shall be mutually agreed upon by the Contract Administrator and the Contractor.
- D14.4 If the Contractor fails to remit the Administration Fee to the Winnipeg Parking Authority by the due date, in accordance with D14.3, the Contractor shall be subject to a penalty of fifty (\$50.00) dollars or two (2%) percent per month, whichever is greater.
- D14.5 If the Contractor does not rectify a late remittance as directed by the Contract Administrator, they will be considered to be in default.

D15. COMMENCEMENT

- D15.1 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.
- D15.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D9;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) the Safe Work Plan specified in D10;
 - (iv) evidence of the insurance specified in D11;
 - (v) the security clearances specified in D12.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D15.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the notice of award.

D16. EMPLOYEE BEHAVIOUR AND SUPERVISION

- D16.1 The Contractor shall provide adequate supervision of its employees and shall ensure that all such employees conduct themselves in a manner appropriate to people and shall without limitation ensure that employees:
- (a) behave in a courteous and polite manner (no profanity or excess noise) to City staff and other personnel;

- (b) wear a suitable uniform kept in a clean and tidy state;
- (c) do not smoke within a City facility;
- (d) obey all posted speed limit and safety rules;
- (e) use their own radio(s) or telephones or cellular telephones necessary for on site communication;
- (f) keep the Site secure from entry by unauthorized persons;

D16.2 The Contractor shall at all times have sufficient personnel with the requisite Security Clearance, with the appropriate drivers' license classification, to operate the tow trucks or equipment being contracted.

D16.3 The Contractor and his employees are prohibited from entering the premises of any location other than to perform the Work of this Contract unless accompanied by City staff. The Contractor or his personnel will not be allowed to operate equipment other than described in this Contract. No one other than the Contractor shall be allowed on the City owned property.

D17. DISPATCH OFFICE / ORDERS

D17.1 The Contractor(s) shall maintain and operate a dispatch office, twenty-four (24) hours a day, seven (7) days a week, where instructions from the City will be received by radio, telephone, fax or electronic / digital messaging and relayed to tow trucks by radio or electronic / digital messaging.

D17.2 The Contractor shall provide a local Winnipeg telephone number at which orders for service may be placed.

D18. RECORDS

D18.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D18.2 The Contractor(s) shall, on a regular monthly basis, submit a report as indicated in D14.3 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 offence listed on the parking offence notice on the vehicle;
- (d) the time, date and location from which the vehicle was towed;
- (e) the location of the compound to which the vehicle was towed;
- (f) the time and date at which the vehicle was received at the compound;
- (g) the name and unit number of the attending tow truck operator;
- (h) the time and date the vehicle was retrieved from the compound by the owner/driver;
- (i) the compound from which the vehicle was retrieved;
- (j) the total charges paid by the owner/driver to the Contractor for the release of each vehicle.

D18.3 The Contractor must be capable of submitting their monthly reports via e-mail in an acceptable electronic format (e.g.: Access, Excel, etc). The Contractor shall also be required to maintain one (1) hard copy of all records and reports on site.

D18.4 The Contractor may propose to allow the Contract Administrator remote access to any electronic system used for monitoring and/or controlling the above noted information.

D19. PAYMENT

- D19.1 Payment must be submitted as shown in D14.3 to the following address:
Winnipeg Parking Authority
495 Portage Avenue
Winnipeg MB R3B 2E4

FORM H1: PERFORMANCE BOND
(See D13)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____.)

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

WHEREAS the Principal has entered into a written contract with the Obligee for
RFP NO. 838-2010

PROVISION OF TOWING AND STORAGE OF MOTOR VEHICLES

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

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

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

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

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

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

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D13)

(Date)

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

RE: PERFORMANCE SECURITY – RFP NO. 838-2010

PROVISION OF TOWING AND STORAGE OF MOTOR VEHICLES

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

(Name of Contractor)

(Address of Contractor)

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

_____ Canadian dollars.

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

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

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. 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 B6.

E2. SERVICES

- E2.1 The Contractor shall provide towing and storage of motor vehicles within the boundaries of the City of Winnipeg and in accordance with the requirements hereinafter specified.
- 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 (Autopac) contract].

E3. TOW TRUCKS

- E3.1 Tow trucks shall be operated and maintained in accordance with the 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 (2) radios and or means to receive electronic / digital messaging for communication between the tow truck and the Contractor's compound and the Contractor's dispatcher.
- E3.5 Tow trucks shall be equipped with a set of portable light units with a minimum of fifteen (15) metres of connecting wire which shall be connected to the tail-light, brake lights and signal lights of the tow truck and securely placed on the rear of the towed vehicle, in all cases where the hazard lights of the towed vehicle cannot be activated.
- E3.6 Every boom and winch used on a tow truck shall display a capacity rating, certified by the manufacturer thereof or by a person or organization acceptable to The City.
- E3.7 Tow trucks shall be equipped with the proper equipment to clean up an accident site. The Contractor will also remove the debris from the area.
- E3.8 Tow trucks must be equipped with a torque wrench to torque wheel nuts to wheel specifications when installing spare tires.

E4. REQUIRED VEHICLES

- E4.1 The Contractor shall, at all times, have available at least four (4) medium duty tow trucks:
 - (a) equipped with dual wheels on the rear axle or axles thereof;
 - (b) having a minimum gross vehicle weight of eleven thousand (11,000) kilograms; and
 - (c) be a wrecker / wheel lift having all necessary equipment, including dollies.
- E4.2 The Contractor shall, at all times, have available at least four (4) tilt deck or car carriers:
 - (a) equipped with dual wheels on the rear axle or axles thereof;

- (b) having a minimum gross vehicle weight of eleven thousand (11,000) kilograms;
- (c) having all necessary equipment to secure load to deck including chains, straps and binders.

E4.3 The Contractor shall, at all times, have available at least eight (8) tow trucks:

- (a) equipped with dual wheels on the rear axle or axles thereof;
- (b) having a minimum gross vehicle weight of five thousand (5,000) kilograms; and
- (c) be a wrecker / wheel lift having all necessary equipment, including dollies.

E4.4 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 twenty-two thousand six hundred and eighty (22,680) kilograms;
- (c) having a minimum wrecker capacity of thirty-six point three (36.3) tonnes.

E4.5 The Contractor shall at all times, have available adequate numbers and types of equipment to perform its responsibilities under this Contract.

E5. STORAGE COMPOUNDS

E5.1 The Contractor shall operate and maintain a vehicle storage compound(s) for the storage of vehicles towed under this Contract. The compound(s) must be located within the boundaries of the City of Winnipeg.

E5.2 The compound(s) shall have sufficient space to accommodate the daily maximum number of vehicles on a rolling five (5) day basis as outlined in D3.1.3 and sufficient space to accommodate a reasonable number of vehicles beyond the rolling five day maximum for a period of up to sixty (60) days.

E5.3 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).

E5.4 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.

E5.5 The compound(s) shall be paved or otherwise hard-surfaced to provide a drivable surface under all weather conditions.

E5.6 The compound(s) have artificial lighting sufficient to illuminate the entire compound(s) between sunset and sunrise to assure the safety and security of the premises.

E5.7 The compound(s) shall be open and available twenty-four (24) hours a day, every day, with sufficient staff to operate and maintain it in good order.

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 an offence notice for illegal parking where the offence notice bears an instruction to tow. Tow truck operators shall tow vehicles upon the specific instruction of a City of Winnipeg Parking Compliance Officer or their authorized issuer of a parking offence notice, or upon the incidental sighting of a vehicle so tagged.

E7. RULES OF TOWING

- E7.1 The tow truck operator shall verify that the license number of the vehicle and the license number recorded on the parking offence notice match.
- E7.2 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.
- E7.3 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.
- E7.4 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.
- E7.5 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;
 - (c) the location to which the vehicle is being towed;
 - (d) The dispatch office shall immediately relay this information to the Winnipeg Parking Authority.
- E7.6 Except in cases of interrupted towing listed in E9.1, 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.
- E7.7 Upon arrival at destination, the tow truck operator shall restore the vehicle to its original condition by reversing any preparatory work such as the disconnection of transmission linkages.

E8. RESPONSE TIME

- E8.1 The Contractor shall perform the Work within five (5) minutes for Rush hour ordered tows in the downtown core, twenty (20) minutes for all other tows;
- E8.2 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.
- E8.3 Where Service cannot be performed in accordance with a request, the User must be notified. If the Contractor fails to notify the User, or perform the Work in accordance with the terms of the Contract, the City may consider the Contractor to be in default.

E9. INTERRUPTION OF TOWING

- E9.1 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.

E9.2 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.

E10. RETURN OF VEHICLES

E10.1 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.

E10.2 If unable to produce a valid driver's license or a person with a valid license to drive in his/her stead, the person claiming the vehicle shall produce or arrange proper towing of the vehicle prior to its release.

E10.3 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.

E10.4 The Contractor shall not require an owner/driver to sign any document releasing the Contractor from responsibility for any possible damage to the owner/driver's vehicle.

E10.5 The Contractor shall post a sign in the form shown in **Figure A**. This sign shall contain the rates specified by the Contract and the statement "THE OWNER/DRIVER DOES NOT HAVE TO SIGN ANY DOCUMENT RELEASING THIS COMPANY FROM DAMAGES". This sign shall be clearly visible to the owner/driver when he claims his vehicle.

E10.6 If an owner/driver obtains a judgment, from a court of competent jurisdiction, against the Contractor for damages to a vehicle while in the care and custody of the Contractor, the Contractor shall make immediate payment to the owner/driver pursuant to that judgment.

E11. PAYMENT FROM OWNER / DRIVER

E11.1 Except as authorized by the Contract Administrator, towing and storage charges are payable by the owner / driver of the towed vehicle.

E11.2 The Contractor shall accept payment from owner / drivers in at least the following forms:

- (a) Cash;
- (b) Visa;
- (c) MasterCard.

E11.3 The Contractor shall be solely responsible for the satisfactory collection of payment from the owner / driver. Under no circumstances will the City be responsible for these charges.

- E11.4 The Contractor shall have each tow trucks equipped to accept all times, have facilities to permit payment for services in cash or by credit cards. They shall accept Visa and MasterCard as well as cash and any specified other forms of payment.
- E11.5 The Contractor shall have in each tow trucks at all times, a ***bilingual*** plasticized copy of the rate schedule (as shown in **Figure A**), and shall display such card upon request to every owner or person responsible for a vehicle or person authorized by The City. The card shall also contain the drop fees specified in E9.

APPENDIX A

Figure A

Background: White
Lettering: Black
Width: seven hundred and fifty (750) mm
Height: six hundred (600) mm

THE CITY OF WINNIPEG	
TOWING CONTRACT PRICES	
TOW LIGHT VEHICLES	\$ 0.00
TOW MEDIUM VEHICLES	\$ 0.00
TOW HEAVY VEHICLES	\$ 0.00
BOOST	\$ 0.00
SERVICE CALL	\$ 0.00
WINCHING LESS THAN 10,000 lbs	\$ 0.00
WINCHING GREATER THAN 10,000 lbs	\$ 0.00
DAILY STORAGE RATE	\$ 0.00
THE OWNER DOES NOT HAVE TO SIGN ANY DOCUMENT RELEASING THIS COMPANY FROM DAMAGES.	