



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 934-2014

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

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APPENDIX A

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

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

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, November 14, 2014.

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 D4.1.

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

B3.7 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. The use and disclosure of the confidential information shall not apply to information which:

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

B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity 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/she 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/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and

obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.

- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any 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/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B18.
- 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 B7.5, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B18.1(a).

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices;
 - (c) Detailed 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 B18.1(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/her own name, his/her 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/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: 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/her 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/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B8.5 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.

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 C11.1.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

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);
- (d) upon request of the Contract Administrator, obtain Security Clearances in accordance with PART F - .

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 copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (c) 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. OPERATING PLAN

B11.1 The operating plan shall indicate how the bidder will meet the requirements of the contract, providing, but not limited to, the following information:

- (a) Account & Lien Administration;
 - (i) Delivery of the lien notice;
 - (ii) Policy on timelines for allowing response to lien notice;
 - (iii) Methods of locating customer when initial lien notice delivery is unsuccessful;
 - (iv) Methods of payment of account available to customer;
 - (v) Process for remitting funds to the WPA;
 - (vi) Policy on provision of payment plans to customers; and
 - (vii) Plan to ensure that payment of account is completed within one (1) year validity period of lien;
- (b) Issuance of Warrant;
 - (i) Timeframe from expiration of time to pay as outlined on lien notice and issuance of the warrant;
 - (ii) Plan for delivery of warrants to WPA for signature;
 - (iii) Plan for adjustment of account information where additional fees are added;
- (c) Seizure of the Vehicle
 - (i) Plan for employment of Bailiff(s) in the vehicle seizure process;
 - (ii) Plan for search for, and location of, vehicle(s) under warrant;
 - (iii) Policy on contact with the registered owner of the vehicle (ROV) upon seizure of vehicle prior to towing and storage;
- (d) Towing & Storage
 - (i) Location and security features of storage facilities;
 - (ii) Outline of ease of accessibility of storage facility for general public, including but not limited to hours of operation;
 - (iii) Methods of payment of account available to customer at storage facility;
- (e) Auction
 - (i) Timeline for auction of vehicle after seizure;
 - (ii) Methods of informing WPA and ROV of pending auctions;
 - (iii) Summary of information provided to WPA upon auction of a vehicle.
- (f) A breakdown of individual fees for actions carried out as part of the items outlined in Form B: Prices

B11.2 A summary of the Bidder's experience with, and references for, similar work.

B12. INDUSTRY EXPERIENCE OF KEY PERSONNEL

B12.1 The Bidder shall submit a summary of industry experience of key personnel associated with the Contract, particularly for the personnel involved in:

- (a) Skip tracing and location of vehicles; and
- (b) Bailiff services.

B13. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B13.1 Proposals will not be opened publicly.

B13.2 After award of Contract, the names of the Bidders and the Contract amount of the successful Bidder 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/>

B13.3 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.

B13.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B14. IRREVOCABLE OFFER

B14.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B14.2 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.

B15. WITHDRAWAL OF OFFERS

B15.1 A Bidder may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B15.1.1 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.

B15.1.2 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.

B15.1.3 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 B15.1.3(b), declare the Proposal withdrawn.

B15.2 A Bidder who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B14.2 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.

B16. INTERVIEWS

B16.1 The Contract Administrator may, in his/her sole discretion, interview Bidders during the evaluation process.

B17. NEGOTIATIONS

B17.1 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.

B17.2 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.

B17.3 If, in the course of negotiations pursuant to B17.2 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.

B18. EVALUATION OF PROPOSALS

B18.1 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 B10 (pass/fail)
- (c) Bid Price 40%;
- (d) Detailed Operating Plan 50%; and
- (e) Industry Experience of Key Personnel 10%
- (f) economic analysis of any approved alternative pursuant to B6;

B18.2 Further to B18.1(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.

B18.3 Further to B18.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his/her Proposal or in other information required to be submitted, that he/she is responsible and qualified.

B18.4 Further to B18.1(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.

B18.5 Further to B18.1(d), the Operating Plan will be evaluated considering the Bidder's ability to comply with the requirements of the work;

B18.6 Further to B18.1(e), Industry Experience of Key Personnel will be evaluated considering the experience and qualifications of the key personnel.

B18.7 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B18.1(a) and B18.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B18.8 Notwithstanding B18.1(d) to B18.1(e), where Bidders fail to provide a response to B7.1(a) to B7.1(b), the score of zero may be assigned to the incomplete part of the response.

B18.9 This Contract will be awarded as a whole.

B19. AWARD OF CONTRACT

B19.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

- B19.2 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.
- B19.2.1 Without limiting the generality of B19.2, 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.
- B19.3 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.
- B19.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B19.4 Notwithstanding C4 and Paragraph 6 of Form A; Proposal, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B19.5 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*

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 be the provision of liens and seizure services for the Winnipeg Parking Authority for the period from January 1, 2015 until December 31, 2015, with the option of five(5) mutually agreed upon one(1) year extensions.

D2.1.1 The City may negotiate the extension option with the 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 January 1 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. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) "**daily storage fee**" means the fee charged for one calendar day (or portion thereof) of storage of a vehicle in the Contractor's secure compound;;
- (b) "**Seizure**" means the attendance of the Bailiff to the location of a vehicle listed in a Warrant to Seize and taking control of that vehicle, up to and including hooking up the vehicle for towing;;
- (c) "**Towing**" means the transport of a vehicle which has been seized by a Bailiff from the location of seizure to the Contractor's secure compound;

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Karen Ayotte, CGA
Manager of Finance and Administration
Telephone No. 204 986-2785
E-Mail: KAyotte@winnipeg.ca

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

D4.3 Bids Submissions must be submitted to the address in B7.8.

D5. CONTRACTOR'S SUPERVISOR

D5.1 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/her employ.

D5.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5.2.1 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.

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D6.4 Each employee of the Contractor who is engaged in work related to the Contract shall sign and return a specific Confidentiality Agreement provided by the City.

D6.5 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

D7. NOTICES

D7.1 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

D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly

registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D9. SAFE WORK PLAN

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

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

D10. INSURANCE

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

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, 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 applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (c) Standard Garage Automobile 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 five hundred thousand dollars (\$500,000.00) per loss, with a maximum deductible of five hundred dollars (\$500.00);
 - (iii) Section E2 – Specified Perils – in the amount of at least one million dollars (\$1,000,000.00); 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) Crime coverage for Employee Dishonesty including a third party extension in an amount of not less than one hundred thousand (\$100,000) dollars covering all of the Contractors employees, agents and subcontractors involved in provide 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.

D10.2 Deductibles shall be borne by the Contractor.

D10.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site.

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

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

D11. SUBCONTRACTOR LIST

- D11.1 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.

CONTROL OF WORK

D12. COMMENCEMENT

- D12.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- 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 D8;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) the Safe Work Plan specified in D9;
 - (iv) evidence of the insurance specified in D10;
 - (v) the Subcontractor list specified in D11; and
 - (vi) the security clearances specified in Section F.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D12.3 The Contractor shall not commence the Work on the Site before January 1, 2015.

D13. ORDERS

- D13.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D14. RECORDS

- D14.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D14.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
 - (b) order date(s);
 - (c) service date(s); and
 - (d) description and quantity of services provided.
- D14.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

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

- D15.1 Further to B10.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B10.4. Measurement and Payment.

D16. INVOICES

D16.1 Further to C11, the Contractor shall submit an invoice for each portion of Work performed to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: 204 949-0864
Email: CityWpgAP@winnipeg.ca

D16.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D16.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D16.4 Bids Submissions must be submitted to the address in B7.8.

D17. PAYMENT

D17.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D17.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D18. WARRANTY

D18.1 Notwithstanding C12, Warranty shall not apply to this Contract.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E2. SERVICES

E2.1 The Contractor shall in accordance with the requirements hereinafter specified provide offsite comprehensive end to end fully outsourced fine recovery services for the City of Winnipeg Parking Authority to enforce city by-laws and policies regarding parking activities in accordance with the requirements hereinafter specified.

E2.2 All parking related 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 activities in recovery of outstanding fines.

E2.4 Effect Service of a Lien - When a registered owner of a motor vehicle has an outstanding account with the Winnipeg Parking Authority, the account will be singled out for collection; the Winnipeg Parking Authority registers a Lien under the Personal Property Security Act and apply a processing fee to the account holder in accordance with the Act. The Winnipeg Parking Authority will then provide the Contractor with the full name, most recent address and vehicle registration information of the vehicle owner as obtained from the Provincial vehicle registration database (Manitoba Public Insurance). The Contractor will produce a "Notice of Lien" (precedent copy will be provided) and ensure the notice is delivered to the last known address of the registered owner of the vehicle in accordance to the Summary Convictions Act. Service to this address (and not Personal Service to the registered owner) is sufficient under the Summary Convictions Act.

E2.5 Notify the Winnipeg Parking Authority of the Lien - An Affidavit of Service will be completed by the delivery individual attesting to the completion of the task (precedent copy will be provided) and the affidavit will be "electronically scanned" and retained in the customer file commenced by the Contractor. The Contractor will forward, through electronic means, a scanned copy of the originally signed affidavit of service within five (5) Business Days to the Contract Administrator.

E2.6 Accept Payment when Offered – The contractor will accept payment for fines and fees directly, and will remit, on a weekly basis, the total value of outstanding fines, or portions thereof which exceed \$300, to the Winnipeg Parking Authority. If the registered owner attends to the Winnipeg Parking Authority office to make payment, the Winnipeg Parking Authority shall advise the registered owner that payment is only accepted at the location specified on the Notice of Registration of Lien.

E2.7 Issue a Warrant to Seize – Where payment of fines and fees is not received, on the 16th working day following that date of Lien service, the Contractor shall produce a "Warrant to Seize" personal property (a vehicle) from the offended in lieu of the fine and fee payment (sample copy will be provided) and will arrange for execution of the warrant. The Contractor will then appoint a Bailiff to complete the seizure/recovery and tow the vehicle to the Contractor's storage facility. In cases where the asset is not located the Contractor will use its resources to skip trace/engage third party skip tracers to support the recovery process. The Contractor will notify the Winnipeg Parking Authority immediately upon seizure/recovery of the subject vehicle. The vehicle will be transported to an area of the Contractor's choosing where it can be securely

stored and the debtor is provided with the opportunity to redeem. The storage area must be well lit, safe and secure to prevent damage to vehicles or any personal safety threat to a vehicle owner seeking to recover his vehicle.

- E2.8 Facilitate Recovery - If the registered owner wishes to redeem the vehicle, the Contractor will accept payment of all fines and related fees and release the vehicle with all paperwork in accordance with the Act.
- E2.9 Sale of the Vehicle – If the registered owner does not clear the outstanding account and redeem the vehicle, and after the prescribed waiting period as required by legislation, the Contractor will facilitate sale of the vehicle at public auction. The Contractor will arrange to have the vehicle delivered to the auction site along with all the notifications required as prescribed by the legislation. Upon successful sale of the vehicle the Contractor will disburse sufficient funds to the Winnipeg Parking Authority to settle the fine portion of the debt, and retain sufficient funds as the contractor requires to pay service expenses. If the sale of the vehicle fails to recover sufficient funds to pay the outstanding account with the Winnipeg Parking Authority, the Contractor will pay out the proceeds of the auction in accordance with E4 and contact the Winnipeg Parking Authority to determine if there are additional vehicles against which a lien can be registered or to receive instructions to close the file..
- E2.10 The following actions will form part of the services under the Contract
- (a) Account & Lien Administration – receipt of the file, generation of Notice of Registration of Lien, service of Notice on the account holder, preparation of Affidavit of Service, processing of payment (where applicable) and closure of account;
 - (b) Issuance of Warrant to Seize – preparation of Warrant to Seize and arranging execution of same by designated Winnipeg Parking Authority staff member;
 - (c) Seizure of Vehicle – location of vehicle and seizure by Bailiff;
 - (d) Towing & Storage – towing of vehicle to, and storage in, the Contractor's secure compound until the account is paid or auction of the vehicle occurs; and
 - (e) Auction – arranging notification of auction and engaging auctioneer to sell the seized vehicle.
- E2.11 Form B:Prices is to be completed based on the following actions which may form part of the work under the Contract:
- (a) Account & Lien Administration only – where account is paid in full after service of the Notice of Lien and prior to Execution of Warrant to Seize or where no further action is taken prior to file closure;
 - (b) Issuance of Warrant – file is opened, Notice of Lien is served and Warrant to Seize is executed. Account is paid prior to Bailiff effecting seizure of the vehicle. The Contractor will have to provide proof that attempts to locate the vehicle were made by the Bailiff between execution of the Warrant to Seize and payment of the account;
 - (c) Seizure of the Vehicle (Contractor Located) – file is opened, Notice of Lien is served, Warrant to Seize is executed and Bailiff locates and attends to the vehicle and effects seizure of the vehicle. Payment of the Account is made before the vehicle is towed to the Contractor's secure compound;
 - (d) Seizure of the Vehicle (WPA Located) – file is opened, Notice of Lien is served, Warrant to Seize is executed, WPA provides location of vehicle to Contractor and Bailiff attends to the vehicle and effects seizure of the vehicle. Payment of the Account is made before the vehicle is towed to the Contractor's secure compound;
 - (e) Towing & Storage (Contractor Located) – file is opened, Notice of Lien is served, Warrant to Seize is executed and Bailiff locates and attends to the vehicle and effects seizure of the vehicle. Payment of the Account is made after the vehicle is towed to the Contractor's secure compound. Form B pricing should be based on ten (10) days storage of the vehicle;

- (f) Towing & Storage (WPA Located) – file is opened, Notice of Lien is served, Warrant to Seize is executed, WPA provides location of vehicle to Contractor and Bailiff attends to the vehicle and effects seizure of the vehicle. Payment of the Account is made after the vehicle is towed to the Contractor’s secure compound. Form B pricing should be based on ten (10) days storage of the vehicle;
- (g) Auction (Contractor Located) – file is opened, Notice of Lien is served, Warrant to Seize is executed and Bailiff locates and attends to the vehicle and effects seizure of the vehicle. Vehicle is auctioned after the required twenty-one (21) day waiting period;
- (h) Auction (WPA Located) – file is opened, Notice of Lien is served, Warrant to Seize is executed, WPA provides location of vehicle to Contractor and Bailiff attends to the vehicle and effects seizure of the vehicle. Vehicle is auctioned after the required twenty-one (21) day waiting period.

E2.12 Should a scenario not outlined above occur, the fees will be determined through agreement between the Winnipeg Parking Authority and the Contractor. Bidders may include the prices for each individual action outlined in E2.10 in their Operating Plan, but they will not form part of the evaluation of the bid price.

E3. FILE EXTENSIONS

- E3.1 Where a Lien has been in place for one year, the Winnipeg Parking Authority will extend the Lien and invoice the cost of the extension to the Contractor unless:
- (a) The Contractor can provide proof that active efforts have been made to locate and effect seizure of the vehicle; and
 - (b) That the requirement for the extension is due to circumstances beyond their control.

E4. ORDER OF PAYMENT

- E4.1 Where partial payments are made to the Contractor prior to seizure of the vehicle, the following order of payment shall be adhered to:
- (a) Outstanding Fine account from WPA, with payments applied against the oldest remaining fines first until all fines are paid in full ;
 - (b) Bailiff Fees; and
 - (c) File Administration fees.
- E4.2 Where payment is made after seizure, impoundment and auction of a vehicle, the following order of payment shall be adhered to:
- (a) Auction Fees;
 - (b) Outstanding Fine account from WPA, with payments applied against the oldest fines first;
 - (c) Storage fees to a maximum of 21 days;
 - (d) Bailiff Fees; and
 - (e) File Administration fees.
- E4.3 Where the proceeds of an auction are in excess of all above noted fees, the surplus shall be transferred to the Winnipeg Parking Authority for refund to the account holder.

E5. REPORTING

- E5.1 The successful Bidder will be required to provide reporting to the WPA in electronic format as outlined in the example provided in Appendix A to this document.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 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. This can be obtained from one of the following;
- (a) police service having jurisdiction at his/her place of residence; or
 - (b) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <http://www.commissionaires.mb.ca/> .

APPENDIX A - TRANSFER AGENCY REPORT PROVIDED BY WINNIPEG PARKING AUTHORITY

CON_UID	TICKET_NUMBER	ISSUE_DATE	LOCATION	VIOLATION	VEHICLE_LICENCE	VEHICLE_MAKE	VEHICLE_MODEL	VIN_NUMBER	CUSTOMER_LAST_NAME	CUSTOMER_FIRST_NAME	DRIVER_LICENCE	ADDRESS	CON_AMOUNT_DUE	TRANSFER_AGENCY	TRANSFER_DATE
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APPENDIX A - TRANSFER AGENCY REPORT PROVIDED BY CONTRACTOR

CON_UID	TICKET_NUMBER	ISSUE_DATE	LOCATION	VIOLATION	VEHICLE_LICENCE	VEHICLE_MAKE	VEHICLE_MODEL	VIN_NUMBER	CUSTOMER_LAST_NAME	CUSTOMER_FIRST_NAME	DRIVER_LICENCE	ADDRESS	CON_AMOUNT_DUE	TRANSFER_AGENCY	TRANSFER_DATE	STATUS	AMOUNT PAID	BALANCE OWING	NEXT PAYMENT	NOTES
													\$ -							
													\$ -		\$ -					