



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 1023-2018**

**PROVISION OF COURTESY TOWING OF VEHICLES**

**Note to Bidders: Please be aware of revisions to B13.4**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF COURTESY TOWING OF VEHICLES

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, January 3, 2019.

B2.2 Bids 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 Bid Opportunity, 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 Bid Opportunity 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 Bid Opportunity 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. 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 Bid Opportunity, or clarifying the meaning or intent of any provision therein.

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.4 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.
- B5.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B6. SUBSTITUTES**

- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- 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 B16.

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

## **B7. BID SUBMISSION**

B7.1 The Bid shall consist of the following components:

- (a) Form A: Bid;
- (b) Form B: Prices.

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 Bid 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.

B7.4 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.

B7.5 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:

The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

B7.5.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.

B7.6 If the Bid is submitted by facsimile transmission, it shall be submitted to 204-949-1178

B7.6.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B7.7 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.

B7.8 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B16.1(a).

B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

## **B8. BID**

B8.1 The Bidder shall complete Form A: Bid, making all required entries.

B8.2 Paragraph 2 of Form A: Bid 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 Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B8.4 Paragraph 11 of Form A: Bid 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: Bid should be printed below such signatures.

B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid 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 Bids.

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. DISCLOSURE**

B10.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B10.2 The Persons are:

- (a) N/A

## **B11. CONFLICT OF INTEREST AND GOOD FAITH**

- B11.1 Bidders, by responding to this Bid Opportunity, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B11.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:
- (a) other commitments;
  - (b) relationships;
  - (c) financial interests; or
  - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
  - (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Bid Opportunity process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Bid Opportunity process) of strategic and/or material relevance to the Bid Opportunity process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.
- B11.3 In connection with its Bid, each entity identified in B11.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
  - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Bid Opportunity process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
  - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B11.4 Without limiting B11.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B11.5 Without limiting B11.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
  - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
  - (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B11.4 to avoid or mitigate a Conflict of Interest; and



- (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B11.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B12. QUALIFICATION**

B12.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B12.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B12.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
- (d) have an electronic towing management system capable of tracking service request, dispatching, tracking tows in the field and invoicing.

B12.4 Further to B12.3(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) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) or
  - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
  - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>.)

B12.5 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.

B12.6 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.

### **B13. OPENING OF BIDS AND RELEASE OF INFORMATION**

B13.1 Bids will not be opened publicly.

B13.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B13.3 After award of Contract, the name(s) of the successful Bidder(s), their address(es) 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/>

B13.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B13.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

### **B14. IRREVOCABLE BID**

B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B14.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

### **B15. WITHDRAWAL OF BIDS**

B15.1 A Bidder may withdraw his/her Bid 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 Bid 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: Bid or the Bidder's authorized representatives named in Paragraph 11 of Form A: Bid, 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 Bid until after the Submission Deadline has elapsed;

(b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 11 of Form A: Bid; and

- (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Bid withdrawn.

**B15.2** A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid 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. EVALUATION OF BIDS**

**B16.1** Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12(pass/fail);
- (c) Total Bid Price; and
- (d) economic analysis of any approved alternative pursuant to B6.

**B16.2** Further to B16.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

**B16.3** Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.

**B16.4** Further to B16.1(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.

## **B17. AWARD OF CONTRACT**

**B17.1** The City will give notice of the award of the Contract or will give notice that no award will be made.

**B17.2** The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

**B17.2.1** Without limiting the generality of B17.2, the City will have no obligation to award a Contract where:

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

**B17.3** Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B16.

**B17.3.1** Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

**B17.4** It is the intent of the City to award to the two (2) lowest bidders, meeting the Bid qualifications and specifications, based on unit price. Orders will be placed by the City on the basis of first

(1<sup>st</sup>) lowest price and second (2<sup>nd</sup>) ability of the Contractor to satisfy the User requirements at the time of order.

B17.5 Notwithstanding C4.1, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B17.6 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](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Bid Opportunity 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 consist of courtesy towing of vehicles during snow clearing, street cleaning and stand-alone operations for the period from date of award until December 31, 2019, with the option of one (1) mutually agreed upon one (1) year extension.

D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) 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<sup>st</sup> 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 major components of the Work are as follows:

- (a) Courtesy towing of vehicles during snow clearing operations;
- (b) Courtesy towing of vehicles during street cleaning operations; and
- (c) Courtesy towing of vehicles during stand-alone operations.

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

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

D2.3.2 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

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

#### **D3. COOPERATIVE PURCHASE**

D3.1 The Contractor is advised that this is a cooperative purchase.

D3.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.

D3.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.

- D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same services;
  - (b) a participant may specify a duration of Contract shorter than the duration of this Contract;
  - (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
  - (d) any additional delivery charge identified and accepted in accordance with clause D3.4 and D3.5 will apply.
- D3.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.
- D3.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

#### **D4. DEFINITIONS**

- D4.1 When used in this Bid Opportunity:
- (a) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
  - (b) "**Snow Clearing**" means removal of snow and ice from roadways, backlanes and sidewalks;
  - (c) "**Street Cleaning**" means cleanup work of paved roadways, backlanes and sidewalks to remove debris;
  - (d) "**Stand-alone**" means City work outside of Snow Clearing or Street Cleaning; and
  - (e) "**Callout**" means User notice to Contractor prior to Snow Clearing, Street Cleaning or Stand-alone Operations.

#### **D5. CONTRACT ADMINISTRATOR**

- D5.1 The Contract Administrator is:
- Jean-Luc Lambert, P.Eng.  
Support Services Engineer
- Telephone No. 204 986-7087  
Email Address: [jeanlambert@winnipeg.ca](mailto:jeanlambert@winnipeg.ca)
- 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/her employ.

D6.2 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.

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. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D7.1 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.

D7.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D7.3 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.

D7.4 A Contractor who violates any provision of D7 may be determined to be in breach of Contract.

## **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.

## **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. 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, contractual liability, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000.00 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (c) standard garage automobile liability policy in the amount of at least two million dollars (\$2,000,000.00) including;



- (i) collision or upset coverage for customer automobiles and equipment in the care, custody, or control of the Contractor in the amount of at least seventy-five thousand dollars (\$75,000.00) any one automobile with a maximum deductible of five hundred dollars (\$500.00) any one loss;
- (ii) specified perils, customer automobiles in the amount of at least five hundred thousand dollars (\$500,000.00) limit any one occurrence; and
- (iii) open lot pilferage for customer automobiles.

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 but in no event later than seven (7) Calendar Days from notification of the award of Contract.

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.

## **CONTROL OF WORK**

### **D11. COMMENCEMENT**

D11.1 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.

D11.2 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; and
  - (iii) evidence of the insurance specified in D10.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

### **D12. RESPONSE TIME**

D12.1 The Contractor shall perform the Work within thirty minutes (30) of a call to the dispatch office.

D12.2 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.

D12.3 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 will consider the Contractor to be in default.

### **D13. LIQUIDATED DAMAGES**

D13.1 If the Contractor fails to perform the service within the time specified in D12.1, the City will immediately take action to obtain the service from another source. The Contractor shall pay the City two hundred dollars (\$200.00) for each occurrence for towing services received from the other source as required.

D13.2 The amount specified for services in D13.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve the Work of the Contract.

D13.3 The City may reduce any payment to the Contractor by the amount of any costs to obtain the required services.

**D14. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

D14.1 Further to B12.4, 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 B12.4.

**D15. SAFETY**

D15.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

D15.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.

D15.3 The Contractor shall do whatever is necessary to ensure that:

- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
- (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work; and
- (d) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant.

**D16. EQUIPMENT LIST**

D16.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form C: Equipment List) within three (3) Business Days of a request by the Contract Administrator.

**D17. EMPLOYEE BEHAVIOUR AND SUPERVISION**

D17.1 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; and
- (b) use their own radio(s) or telephones or cellular telephones necessary for on-site communication.

D17.2 The Contractor, its employees, Sub-contractors and agents shall at all times conduct themselves in a courteous and professional manner and keep themselves in a clean and tidy condition.

D17.3 The Contractor, its employees, Sub-contractors and agents in contact with the public shall wear suitable uniforms in a clean and tidy state.

D17.4 The Contractor, shall at all times have sufficient personnel, with the appropriate drivers' license classification, to operate the tow trucks or equipment being contracted.

## **D18. DISPATCH OFFICE AND ORDERS**

- D18.1 The Contractor 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.
- D18.2 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

## **D19. RECORDS**

- D19.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D19.2 The Contractor shall submit a report to the Contract Administrator detailing all Work performed under this Contract. This report shall include the following information for each tow or interrupted tow:
- (a) the license plate number, make, model, and year of the vehicle;
  - (b) the parking offence notice number of the parking offence notice on the vehicle;
  - (c) the time, date, and location from which the vehicle was towed;
  - (d) the time, date, and location to which the vehicle was towed; and
  - (e) the name and unit number of the attending tow truck operator.
- D19.3 The Contractor must be capable of submitting their reports via e-mail in an acceptable electronic format (eg.: Access, Excel, etc.). However, the Contractor shall also be required to maintain one (1) hard copy of all records and reports onsite.
- D19.4 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.
- D19.5 The Contractor shall provide the Contract Administrator with a copy of the records for each year within thirty (30) Calendar Days of the end of year one (1) and within thirty (30) Calendar Days at the end of any Contract extension period should the Contract be extended.
- D19.6 The Contractor shall provide the Contract Administrator with access to tow truck tracking systems for vehicles being towed by the Contractor, with the capability for the City of Winnipeg Public Works Department or Winnipeg Parking Authority (PWD / WPA) to remotely monitor the same information.
- D19.7 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.

## **MEASUREMENT AND PAYMENT**

### **D20. INVOICES**

- D20.1 Further to C11, the Contractor shall submit an invoice for each portion of work performed delivered 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](mailto:CityWpgAP@winnipeg.ca)

- D20.2 Invoices must clearly indicate, as a minimum:

- (a) the City Department, Division and User requesting the services;
- (b) the City's purchase order number;
- (c) date of courtesy tow work;
- (d) invoice number along with tow truck driver ID;
- (e) type and quantity of tows performed per invoice;
- (f) the amount payable per invoice;
- (g) the amount payable with GST and MSRT shown as separate amounts; and
- (h) the Contractor's GST registration number.

D20.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D20.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B7.**

**D21. PAYMENT**

D21.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D21.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**WARRANTY**

**D22. WARRANTY**

D22.1 Notwithstanding C12, Warranty does not apply to this Contract.



## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS**

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

#### **E2. SERVICES**

- E2.1 Item No. 1 – Courtesy towing of vehicles during Snow Clearing Operations shall be undertaken to move parked vehicles to a place where the vehicle will not interfere with the removal of snow from the street.
- E2.2 Item No. 2 – Courtesy towing of vehicles during Street Cleaning Operations shall be undertaken to move parked vehicles to a place where the vehicle will not interfere with the removal of debris from the street.
- E2.3 Item No. 3 – Courtesy towing of vehicles during Stand-alone Operations shall be undertaken to move parked vehicles to a place where the vehicle will not interfere with the work taking place on a given street.
- E2.4 **This Contract does not cover work that may be covered by other contracts for service such as City of Winnipeg contract for Provision of Towing City Owned Vehicles.**

#### **E3. TOW TRUCKS**

- E3.1 The Contractor shall at all times, have available at least ten (10) 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) shall be a wrecker / wheel lift having all necessary equipment, including dollies.
- E3.2 The Contractor shall at all times, have available adequate numbers and types of equipment to perform its responsibilities under this Contract.
- E3.3 Tow trucks shall be operated and maintained in accordance with the applicable regulations and legislation.
- E3.4 Tow trucks shall be clean and kept neat in appearance.
- E3.5 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.
- E3.6 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 dispatcher.
- E3.7 Tow trucks shall also be equipped with a GPS tracking system, on all of its vehicles being used to tow by the Contractor, with the capability for the City of Winnipeg to remotely monitor the same.
- E3.8 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.

E3.9 Every boom and winch used on a tow truck shall display a capacity rating, certified by the manufacturer thereof or by a person or organization acceptable to the City.

#### **E4. REQUIREMENTS**

E4.1 The Contractor and their employees when conducting courtesy towing service as per E2.1 are required to track each tow by utilizing the City of Winnipeg's TowMobile application. The Contractor must have the proper mobile hardware and data plan to be able operate the TowMobile application in the field. The cost of mobile devices and data plan are burdened by the Contractor.

E4.1.1 When performing a courtesy tow during a Snow or Spring Cleaning operation, the tow truck driver must:

- (a) At the time a tow truck driver initiates a courtesy tow the TowMobile app must be used to record the start of the tow;
- (b) Failure of the tow truck driver to record the start of a tow renders the work incomplete;
- (c) At the time a tow truck driver completes a courtesy tow the TowMobile app must be used to record the end of the tow;
- (d) Failure of the tow truck driver to record the end of a tow renders the work incomplete;
- (e) Work undertaken by a driver that does not comply with interpretation 1 and 3 above nulls and voids the work; and
- (f) No payment will be made for nulled or void work.

E4.2 The Contractor and/or their employees when conducting courtesy towing service as per E2.2 and E2.3 are required to complete work tickets, supplied by the Contractor, at the end of each work shift or when work is completed or otherwise terminated. Tickets must be completed stating date, location of Work, Contractor's name, tow truck unit number, start and finish time using twenty-four (24) hour clock, operating hours, operator's signature and operator's name printed. These work tickets shall be signed by the User and shall be distributed as indicated on the bottom left corner of the ticket. When completing the work tickets, the equipment unit number as listed in the Bid Opportunity, not the diver number, must be referenced.

E4.3 Failure to properly complete the work tickets or entering the required information in the TowApp may result in delay of payment for the shift involved. Continued failure to properly complete records or not may result in a Contractor's equipment being moved to the bottom of an applicable hiring list or suspension from that list.

E4.4 In the event that the tow truck is not available or cannot otherwise be supplied, no further attempt shall be made by the City to employ such tow truck until the Contractor involved informs the City of the availability of the tow truck. If the reason for the failure to respond is for other than breakdown, the matter will be reviewed by the Contract Administrator to determine if further action is required. Further action, as determined by the Contract Administrator, may include, but not necessarily be limited to, Suspension for a period to be determined by the Contract Administrator.

#### **E5. FACILITIES**

E5.1 The Contractor shall maintain and operate a vehicle compound for storage vehicle within the boundaries of the City of Winnipeg.

#### **E6. VEHICLES TO BE TOWED**

E6.1 The Contractor shall tow vehicles on an "as required" basis at any time upon request by the User. The tow truck operators shall tow the vehicles as specified by the User.

## **E7. RULES OF TOWING**

- E7.1 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 User 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.
- E7.2 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.
- E7.3 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.
- E7.4 The tow truck operator shall, immediately upon commencement of towing, notify the dispatch office of:
- (a) the license number, make, model, year and colour of the vehicle towed;
  - (b) the location from which the vehicle is being towed; and
  - (c) the location to which the vehicle is being towed.

## **E8. INTERRUPTION OF TOWING**

- E8.1 The tow truck operator shall not complete the towing of a vehicle under the following circumstance:
- (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.

## **E9. SUSPENSION AND REMOVAL OF TOW TRUCKS**

- E9.1 At the sole discretion of the Contract Administrator, the City may suspend any designated tow truck operator or equipment for specific instances of unacceptable performance such as, but not limited to:
- (a) equipment mechanical condition;
  - (b) operator attitude, ability or actions;
  - (c) failure to report to assigned job;
  - (d) failure to report at assigned time;
  - (e) failure to properly complete work tickets; or
  - (f) low productivity.

- E9.2 Permanent removal may result from repeated instances of unacceptable performance at the sole discretion of the Contract Administrator.

## **E10. REINSTATEMENT OF TOW TRUCKS**

- E10.1 To enable suspended tow trucks to be reinstated, the Contractor shall be required to explain the circumstances that caused the suspension. The Contractor shall also be required to identify



what corrective actions have been taken to address the cause of the suspension. The Contract Administrator reserves the right to require that the:

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