

**PART D**

**SUPPLEMENTAL CONDITIONS**

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of the leasing of vehicles on a daily, weekly, monthly and multi-year basis for the period starting January 1, 2005.
- D2.2 The purpose is to establish prices in a daily, weekly and monthly basis for the lease of automobiles, pick-up trucks, vans, and stake body trucks. The vehicles will be leased on an "as required" basis where and when available.
- D2.3 Any material, labour or components not specifically mentioned or included herein, but may be required to complete, perfect and place the equipment in successful operation, shall be furnished by the Contractor as though specifically mentioned in these Contract Documents. The Contractor shall supply the equipment and components and all features that are normally considered to be standard on that equipment, unless specifically exclude in the Detailed Specifications.

#### D3. DURATION OF CONTRACT

- D3.1 Notwithstanding GC.8.01, the Contractor shall perform the Work of this Contract on an "as-required" basis during the period starting January 1, 2005.

#### D4. DEFINITIONS

- D4.1 When used in this Bid Opportunity:
- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
  - (b) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Bids;

- (c) **"User"** means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;

**D5. CONTRACT ADMINISTRATOR**

- D5.1 The Contract Administrator is:  
Mr. Eugene Romaniuk  
Acting Supervisor of Equipment Supply  
770 Ross Avenue Winnipeg MB R3E 1C6  
Telephone No. (204) 986-4181  
Facsimile No. (204) 986-3773

**D6. NOTICES**

- D6.1 GC.7.05 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".
- D6.2 GC.7.05 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.
- D6.3 Further to GC.7.05, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.4, D6.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D5.1.
- D6.4 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:  
The City of Winnipeg  
Chief Administrative Officer Secretariat  
Administration Building, 3rd Floor  
510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: (204) 949-1174
- D6.5 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:  
The City of Winnipeg  
Corporate Services Department  
Legal Services Division  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1  
Facsimile No.: (204) 947-9155

**D7. ORDERS**

- D7.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

**D8. INVOICES**

- D8.1 Further to D6.3, the Contractor shall submit invoices to the locations designated at the time of ordering.
- D8.2 Invoices must clearly indicate, as a minimum:
- (a) the City's order (Purchase Order or Standing Purchase Order Release Authorization) number;
  - (b) date of delivery;
  - (c) delivery address;
  - (d) type and quantity of goods delivered;
  - (e) the amount payable with GST and PST shown as separate amounts; and
  - (f) the Contractor's GST registration number.
- D8.3 The City will bear no responsibility for delays in approval of invoices that are improperly submitted.

**D9. PAYMENT**

- D9.1 Further to GC.9.03, payment shall be issued in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D9.2 Lease payments will be net, paid at the end of each month, for the previous months use or portion thereof by invoice, after acceptance of the vehicle by the City of Winnipeg as specified. Invoicing shall be in triplicate, a portion of a weekly and monthly rental shall be pro-rated upon a seven (7) day week and a thirty (30) day month. All payments shall be made in Canadian funds at par in Winnipeg, Manitoba, and no interest will be allowed on any payments. All charges for duty, freight and other charges, governmental or otherwise, but no including Manitoba Retail Sales Tax and the Good and Services Tax shall be included in the leased price.
- D9.3 The Contractor shall be requested to bill various departments and addresses for vehicles obtained under this Contract. The distribution of the vehicles ordered under this Contract and the billing addresses shall be conveyed to the Contractor(s) through a number of purchase orders to be issued by the City of Winnipeg on an "as required" basis.

**D10. RECORDS**

- D10.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D10.2 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) delivery date(s); and
  - (d) description and quantity of goods supplied.
- D10.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.