

PART E

SPECIFICATIONS

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E1. GENERAL

E1.1 These Specifications shall apply to the Work.

E2. NOTICE OF REQUIREMENT

E2.1 The City of Winnipeg shall attempt to notify the Bidder sufficiently in advance to allow the Bidder to make such arrangements as may be required,

- (a) daily lease - notice shall be a minimum of one (1) Business day;
- (b) weekly lease - notice shall be a minimum of five (5) Business days;
- (c) monthly lease - notice shall be a minimum of five (5) Business days; and
- (d) yearly lease - notice shall be a minimum of thirty (30) Calendar days.

E2.2 Vehicles supplied under this contract shall be of current or previous model year and shall be equipped with all components, features and accessories normally provided as standard for the model supplied. All vehicles shall have the following features:

- (a) an automatic transmission;
- (b) spare tire and jack; and
- (c) one (1) set of spare keys.

E2.3 When a vehicle or vehicles are required, the City shall telephone the low Bidder for that class and order the vehicle(s) required. Should the vehicle(s) not be available when required, the City shall go to the second low Bidder, etc., until the vehicle(s) required are obtained. The order will be confirmed by the issuing of a purchase order.

E2.4 On a lease for five (5) continuous days or less, the City of Winnipeg reserves the right to use whatever Bidder the City chooses based on the lowest evaluated cost to the City using the bid price and the cost of pick-up and return of the vehicle assuming an hourly cost of \$16.00/hour for an employee picking up and delivering the unit.

E3. NOTICE OF RETURN

E3.1 For short-term leases (i.e., between 3-days to less than 12-months) the City of Winnipeg shall make every effort to establish the length of lease period when placing an order with the Bidder, however, the City of Winnipeg reserves the right to return vehicles prior to the lease period stated to the Bidder originally. Under these circumstances the City of Winnipeg agrees to provide the Bidder with a reasonable notice of return by a telephone call as follows:

- (a) daily lease - minimum of one (1) Business Day;
- (b) weekly lease - minimum of two (2) Business Days; and
- (c) monthly lease - minimum of two (2) Business Days;

E3.2 For 36-60 month leases, the City of Winnipeg will not return vehicles prior to the lease period initially agreed upon with the Bidder without penalty.

E4. REPLACEMENT VEHICLES

E4.1 If a vehicle is unavailable for use by the City of Winnipeg, due to maintenance or mechanical repairs and including warranty repair work, for a period exceeding one (1) Business day, the

Contractor shall provide a replacement vehicle(s) comparable to the leased vehicle at no additional cost to the City of Winnipeg.

- E4.2 When a vehicle is down due to an insurance claim occurrence, the City of Winnipeg shall lease a replacement vehicle, when required by the City and if available by the Contractor, at the rate originally quoted. Should the replacement vehicle differ significantly from the leased vehicle, the City of Winnipeg will pay the lesser of the normal lease rate or any appropriate reduced rate. Under no circumstances will payment be made at a higher rate than the normal lease rate.

E5. MAINTENANCE AND REPAIRS

- E5.1 With the exception of E5.3, the Contractor shall provide, at no additional cost, full maintenance and mechanical repairs for vehicles supplied under this Contract. The Contractor shall have a maintenance and repair facility located within 10 km of the City of Winnipeg limits. Maintenance and repairs shall include, but not be limited to:

- (a) manufacturer's recommended scheduled maintenance (e.g.) oil, filters, lubrication, fluid changes, tune-ups as listed in the manufacturer's preventative maintenance schedules;
- (b) inspection and/or replacement of wearing components (e.g.) belts, brakes, suspension; and
- (c) repair or replacement of abnormal failures (e.g.) tire blowouts, loose trim, electronics failure.

- E5.2 The Contractor shall not be responsible for repair of tires due to road damage.

- E5.3 Under the category of "Monthly rate for 36-months, non-maintenance lease" and "Monthly rate for 60-months, non-maintenance lease" on Form B: Prices, the Bidder shall note that his/her lease price shall not include the cost of Maintenance and Repairs which shall be performed by the City of Winnipeg Repair Facilities.

- E5.3.1 Under the category of "Monthly rate for 60-months, non-maintenance lease", the Bidder shall note that Maintenance and Repairs performed by the City of Winnipeg shall include all items listed in E5.1 in addition to the replacement of one complete set of tires (i.e., four (4) tires for vehicles 9,999 lbs. GVWR and under and six (6) tires for vehicles 10,000 lbs. GVWR and over) throughout the duration of the lease.

- E5.4 Under the category of "Monthly rate for 60-months, full-maintenance lease" on Form B: Prices, the Bidder shall note that his/her lease price shall include the cost of Maintenance and Repair items listed in Section E5.1 plus the cost of one complete set of tires (i.e., four (4) tires for vehicles 9,999 lbs. GVWR and under and six (6) tires for vehicles 10,000 lbs. GVWR and over) throughout the duration of the lease.

E6. COLLISION REPAIRS

- E6.1 The Contractor shall perform collision repairs at the Contractors Facility, at a location within 10 km of the City of Winnipeg limits under the terms of the applicable insurance and claims settlement.

E7. WEAR AND TEAR (NORMAL USEAGE)

- E7.1 When units are returned to the Contractor under this Contract, the Contractor shall note that the City of Winnipeg shall not be charged for normal wear and tear including, but not limited to, small body scratches (interior and exterior) and dents, paint discoloration, and stone chips as well as minor repairs that may be necessary incidental to installation and removal of two way mobile radios.

- E7.2 The City of Winnipeg shall not be charged for normal wear and tear of cargo box liners; normal wear and tear shall include, but not be limited to, abrasions, scuffs and small cuts in the cargo box liner.

E7.3 When a unit or units supplied under this Contract are returned to the Contractor and the units have wear or damage in excess of normal wear and tear, the Contractor shall contact the Contract Administrator. Details of the vehicle wear or damage shall be provided to the Contract Administrator who shall investigate or shall cause to have the Fleet Management Agency investigate the Contractor's claims. The unit or units in question shall remain "as is" until the claim has been resolved. The Contractor shall have no claim against the City of Winnipeg for any costs to rectify any wear or damage where the wear or damage was rectified without the consent of the Contract Administrator.

E8. LICENSING AND INSURANCE

E8.1 For vehicles leased for a period of less than six (6) months, the Contractor shall provide and pay for vehicle licensing and registration and at least the minimum Autopac insurance coverage.

Note:	<u>Basic Insurance</u>	<u>Business Purpose</u>
	Third Party Liability	\$ 200,000. ⁰⁰
	Vehicle Damage Deductible	\$ 500. ⁰⁰

E8.2 The City of Winnipeg shall provide and pay for vehicle licensing and registration and at least the minimum applicable Autopac insurance coverage for all vehicles leased for a period in excess of six (6) months.

E8.3 The City of Winnipeg will provide its own Third Party Liability insurance in excessive of the basic Autopac coverage for all vehicles leased from this Bid Opportunity. Evidence of such coverage will be provided upon request.

E8.4 Should a vehicle leased under the Contract be involved in an incident, the City of Winnipeg, Claims and Insurance Branch will process all claims.

E9. INSPECTION

E9.1 The Contractor shall perform a pre-delivery inspection on all vehicles prior to delivery. The Contractor shall contact the Contract Administrator prior to delivery of the vehicle(s).

E9.2 All vehicles supplied under this Contract shall undergo an inspection by The City of Winnipeg prior to placing the equipment into service. Thorough examination of the equipment and successful completion of a full-performance test by the City shall be required as part of the inspection process. At its option, the City may discontinue the process upon finding a lack of conformance to the specifications. The deficiency shall then be rectified by the Contractor and the inspection process shall then commence anew.

E9.3 Equipment that fails to successfully complete the inspection process shall be rejected by the City and shall be removed from City property by and at the expense of the Contractor, promptly after notification by the Contract Administrator or the Equipment Inspector.

E9.4 The Inspection Office is located at:

The City of Winnipeg, Fleet Management Agency Equipment Inspections Office
770 Ross Avenue
Winnipeg MB R3E 1C6

E9.5 The hours of operation are from 7:30 a.m. to 4:00 p.m. Monday thru Friday.