

**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. CONTRACT ADMINISTRATOR**

- D2.1 The Contract Administrator is:

Wayne Williams  
Fleet Management Agency  
770 Ross Avenue  
Winnipeg, Manitoba, R3E 1C6

Telephone No.(204) 986 - 5328

Facsimile No. (204) 986 - 3773

#### **D3. NOTICES**

- D3.1 GC.7.05 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".
- D3.2 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.
- D3.3 Further to GC.7.05, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D3.4, D3.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D2
- D3.4 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

- D3.5 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

**D4. SCOPE OF WORK**

- D4.1 The Work to be done under the Contract shall consist of

**The Lease of Light Fleet Vehicles (compact sedans)**

- (a) The lease period shall be 36 months as indicated on Form B: Prices.  
(b) The lease period shall commence on June 15, 2004.

- D4.2 These specifications describe the lease of

DESCRIPTION of VEHICLES	DETAILED SPECIFICATIONS
4 DOOR COMPACT SEDANS	04 – 008

- (a) Vehicle maintenance shall be performed by the City.  
(b) Licensing and insurance shall also be provided and paid for by the City.

- D4.3 Unless specifically stated otherwise in the specifications, only new, unused equipment of current manufacture will be accepted

**D5. NUMBER OF VEHICLES**

- D5.1 The number of vehicles leased shall be as indicated on the attached Schedule of Prices.

**D6. ANTICIPATED USAGE**

- D6.1 The usage of the vehicles to be leased is expected to be under 25 000 km/year.  
D6.2 Bidders shall indicate on Form B: Prices the charge per kilometre in excess of 25 000 km/year. The usage for a partial year shall be pro-rated on the basis of a 12 month year.

## **D7. USER DEPARTMENT**

D7.1 It is the intent of the City that the vehicles supplied under this Contract will be used by representatives of the following three departments

- a) Public Works Department
- b) Community Services Department
- c) Water & Waste Department

The City reserves the right to reassign the units to other City departments.

## **D8. LICENSING AND INSURANCE**

D8.1 The City shall provide and pay for vehicle licensing and registration and at least the minimum applicable Autopac insurance coverage for the entire duration of the lease

D8.2 The City will provide its own Third Party Liability insurance exclusive of the basic Autopac coverage. Evidence of such coverage will be provided upon request.

D8.3 If a vehicle supplied under the Contract is involved in an incident, any claims will be processed by the Risk Management Branch under the Corporate Finance Department of the City.

## **D9. MEASUREMENT AND PAYMENT**

D9.1 Monthly rental payments will be net, paid on the first business day of each month. All payments will 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 not including Manitoba Retail Sales Tax or the Goods and Services Tax, shall be included in the leased prices.

~~D9.2 For lease periods of less than one month, the monthly lease payment shall be pro-rated on the basis of a 30 day month.~~ **In the event that the contractor requires a lease payment for a period that is less than one month, the payment shall be pro-rated based on the of a the number of days in that particular month.**

## **D10. MAINTENANCE AND REPAIRS**

D10.1 The City shall provide maintenance and mechanical repairs for the leased vehicles in accordance with the manufacturer's recommended scheduled preventative maintenance program with the exception of those repairs covered by the warranty.

## **D11. COLLISION REPAIRS**

D11.1 The Contractor shall perform collision repairs under the terms of the applicable insurance and claims settlement.

## **D12. REPLACEMENT VEHICLES**

D12.1 If a vehicle is unavailable for use by the City, due to warranty repair work, for a period exceeding one (1) day, the Contractor shall provide a replacement vehicle comparable to the leased vehicle at no additional cost to the City.

D12.2 When a vehicle is down due to an insurance claim occurrence, the City shall lease a replacement vehicle, when required by the City and if available from the Contractor, at the rate originally stated on Form B: Prices.

D12.3 If the replacement vehicle differs significantly from the leased vehicle, the City 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 that stated on Form B: Prices.

**D13. MINIMUM VEHICLE SPECIFICATION & SPECIFICATIONS FOR ADDITIONAL EQUIPMENT**

D13.1 Vehicles supplied under this contract shall be new, unused and of current or previous model year and shall be equipped with all components, features and accessories normally provided as standard for the model supplied unless specifically excluded by these specifications.

D13.2 The vehicles supplied under this contract shall be equipped with a spare tire, a jack, one set of spare keys and an operator's manual.

D13.3 Vehicles supplied under this contract that are equipped with options over and above those specified in the detailed specifications, such as power windows, power door locks, air conditioning and cruise control, shall be accepted by the City.

**D14. VEHICLE WARRANTY**

D14.1 The vehicles supplied under this contract shall include a minimum thirty-six (36) months / 60 000 km warranty covering the complete vehicle including all parts and labour.

**D15. COLOUR AND MARKINGS**

D15.1 The City will select the colour from the manufacturer's standard colours at the time of ordering.

D15.2 The Contractor shall not place any advertisement on the vehicle supplied under this Contract.

**D16. PRE-DELIVERY INSPECTION**

D16.1 The Contractor shall perform pre-delivery inspections and servicing for each of the vehicles supplied under this contract.

**D17. DELIVERY**

D17.1 The vehicles shall be available for pick-up by the City no later than 9:00 a.m. on **June 15, 2004**. At the request of the Contract Administrator, the vehicles shall be delivered by the Contractor to a location specified by the Contract Administrator. No additional charge shall result from delivery of the vehicle by the Contractor.

**D18. WEAR AND TEAR**

D18.1 When the units bid under this contract are returned to the Contractor, the Contractor shall note that the City 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.

D18.2 When a unit supplied under this contract is returned to the Contractor and the unit has wear or damage in excess of normal wear and tear, the Contractor shall:

- (a) contact the Contract Administrator.
- (b) 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.
- (c) the unit in question shall remain "as is" until the claim has been resolved.

- (d) the Contractor shall have no claim against the City for any costs to rectify any wear or damage where the wear or damage was rectified without the consent of the Contract Administrator

**D19. INVOICES**

- D19.1 Further to D3.3, the Contractor shall submit invoices to the locations designated at the time of ordering.
- D19.2 Invoices must clearly indicate, as a minimum:
  - (a) the City's order 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.
- D19.3 Invoices shall be sent to the Contract Administrator.
- D19.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.