



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 95-2005

**LEASE AND/OR PURCHASE OF ELECTRIC AUTO GOLF CARTS AND
CONCESSION CARTS**

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PART B

BIDDING PROCEDURES

PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

- B1.1 LEASE AND/OR PURCHASE OF ELECTRIC AUTO GOLF CARTS AND CONCESSION CARTS

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 23, 2005.
- B2.2 Proposal Submissions 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 notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.
- B3.3 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.
- B3.4 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.
- B3.5 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.
- B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals 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 in Adobe Acrobat (pdf) format on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.

B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division internet site for addenda shortly before submitting his Proposal.

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 proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
- (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 proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.

B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may at his 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, only to the Bidder who requested approval of the substitute.

B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he 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 shall base his 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 B5.2 to B5.9, deviations in accordance with E2.1 of the Specifications shall be evaluated in accordance with B20.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal Submission consists of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices;
 - (c) Warranty Information;
 - (d) Delivery information;
 - (e) Ergonomic feature information
 - (f) Mechanical and Structural feature information
- B7.2 All components of the Proposal Submission 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 in ink, to constitute a responsive Proposal.
- B7.3 The Proposal Submission shall be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B7.3.1 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.
- B7.4 Proposal Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.5 Proposal Submissions 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 own name, his 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 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 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 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 shall be printed below such signatures.

B8.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.

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 Submission 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 GC.9.01(1), 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 Bidders shall submit prices for one or more of the following:

- (a) Alternative 1 - purchase; or
- (b) Alternative 2 - lease, or
- (c) Alternative 3 – purchase by item;
- (d) Alternative 4 – lease by item;
- (e) Alternative 5 – combination award purchase auto carts / lease concession carts; or
- (f) Alternative 6 – combination award lease auto carts / purchase concession carts.

B9.3 Further to B9.2(b), B9.2(e) and B9.2(f) the lease option will be evaluated considering the Net Present Value of the lease payments using a 3.50% City of Winnipeg borrowing rate as the discount rate.

- B9.4 Further to B9.2(b), B9.2(e), and B9.2(f), in the event the City opts to lease the Electric Auto Golf carts and the Concession carts the Bidder may offer an end-of-lease buy out option.
- B9.5 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.
- B9.6 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.

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;
 - (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
 - (c) be financially capable of carrying out the terms of the Contract;
 - (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
 - (e) have successfully carried out work, similar in nature, scope and value to the Work;
 - (f) employ only Subcontractors who:
 - (i) are responsible and not suspended, debarred or in default of any obligation 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 internet site at <http://www.winnipeg.ca/matmgt>); and
 - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
 - (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba).
- B10.2 The Bidder shall be prepared to 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.
- B10.3 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. WARRANTY INFORMATION

- B11.1 Further to B7.1(c), the Bidder shall submit warranty information which is proof satisfactory to the Contract Administrator of the minimum warranty as required in D15 and of any additional warranty.

B12. DELIVERY DATE

B12.1 Further to B7.1(d), the Bidder may propose an earlier delivery date than the maximum acceptable date of June 1, 2005 as defined in E3. The earliest delivery date of all bidders shall receive the maximum number points.

B13. ERGONOMIC FEATURES

B13.1 Further to B7.1(c), the bidder shall submit information describing ergonomic and other human factor engineering features that provide comfort, ease of use and convenience for the user.

B13.2 Descriptions supplemented by illustrations, photos, and or manufacturer literature are encouraged.

B13.3 Features deemed to most advantageous as determined by the City will be the highest number of points.

B14. MECHANICAL AND STRUCTURAL FEATURES

B14.1 Further to B7.1(f), the Bidder shall describe mechanical, structural and other design features that address durability, reliability, longevity and other factors that enhance the operation, reduce maintenance and increase the life expectancy of the proposed unit.

B14.2 Descriptions supplemented by illustrations, photos and or manufacturer literature are encouraged.

B14.3 Features deemed to be the most advantageous as determined by the City will be the highest number of points

B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B15.1 Proposal Submissions will not be opened publicly.

B15.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.

B15.3 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 Submission may be released if required by City policy or procedures, or by other authorities having jurisdiction.

B16. IRREVOCABLE OFFER

B16.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B16.2 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.

B17. WITHDRAWAL OF OFFERS

B17.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

- B17.1.1 Notwithstanding GC.7.06(2), 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.
- B17.1.2 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.
- B17.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:
- (a) retain the Proposal Submission until after the Submission Deadline has elapsed;
 - (b) open the Proposal Submission 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 B17.1.3(b), declare the Proposal withdrawn.
- B17.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B16.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Award Authority considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law, including the right to retain the Bidder's bid security.

B18. INTERVIEWS

- B18.1 The Contract Administrator may, at his/her sole discretion, interview Bidders during the evaluation process.

B19. NEGOTIATIONS

- B19.1 The City reserves the right to negotiate details of the Contract with Bidders.
- B19.2 Negotiations, if any, are intended to address administrative and technical details of the Contract. The Bidder is advised to present his/her best offer, not a starting position for negotiations, in his/her Proposal Submission; the City will not necessarily pursue negotiations with any Bidder.
- B19.3 If, in the course of negotiations pursuant to B19.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider any amended Proposal as an alternative to the Proposal as originally submitted without releasing the Bidder from the Proposal as originally submitted.

B20. EVALUATION OF PROPOSALS

- B20.1 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
 - (i) mandatory requirements (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10;
 - (i) mandatory requirements (pass/fail);
 - (c) Evaluated Bid Price; 50%
 - (d) Warranty - battery and overall cart 5%
 - (e) Delivery 5%
 - (f) Design features, ergonomic 20%
 - (g) Design features, mechanical / structural 20%

- (h) Economic analysis of any approved alternative pursuant to B6.
- B20.2 Further to B20.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission 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 if the interests of the City so require.
- B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal Submission or in other information required to be submitted, that he is responsible and qualified.
- B20.4 Further to B20.1(c), the Evaluated Bid Price shall be evaluated considering all costs to the City.
- (a) In the face of ambiguities in the Bid, then the City will use the interpretation of the ambiguity that results in the largest cost estimate.
- B20.5 Further to B20.1(d), the battery and overall cart warranty that provides the longest coverage period shall be given the highest point value.
- (a) The one (1) year warranty stated in D15 shall be a minimum.
- B20.6 Further to B20.1(e), delivery shall be evaluated by giving the earliest date the maximum number of points and less points being awarded to later delivery.
- (a) The latest delivery date the City will accept is June 1, 2005 as stated in E3.1.
- B20.7 Further to B20.1(f), the ergonomic features and the benefits of each will be evaluated on the basis of most advantageous to the City. The submission offering the most advantageous ergonomic features and benefits will be awarded highest number of points.
- B20.8 Further to B20.1(g), the mechanical and structural features and the benefits of each feature will be evaluated on the basis of most advantageous to the City. The submission offering the most advantageous mechanical and structural features and benefits will be awarded highest number of points.
- B20.5 This Contract may be awarded on the basis of:
- (a) Alternative 1 - purchase; or
- (b) Alternative 2 - lease, or
- (c) Alternative 3 – purchase by item
- (d) Alternative 4 – lease by item
- (e) Alternative 5 – combination award purchase auto carts / lease concession carts; or
- (f) Alternative 6 – combination award lease auto carts / purchase concession carts
- as identified on Form B: Prices. Each alternative will be evaluated in accordance with the specified evaluation criteria.
- B20.5.1 Notwithstanding B9.1, the Bidder may, but is not required to, bid on all alternatives.
- B20.5.2 The City shall have the right to choose the alternative that is in its best interests. If the Bidder has not bid on all alternatives, he/she shall have no claim against the City if his/her partial offer is rejected in favour of an award of the Contract on the basis of an alternative upon which he/she has not bid.

B21. AWARD OF CONTRACT

- B21.1 The Award Authority will give notice of the award of the Contract by way of a letter of intent, or will give notice that no award will be made.

- B21.2 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.
- B21.2.1 Without limiting the generality of B21.2, 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.
- B21.3 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.

PART C

GENERAL CONDITIONS

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

C1.1 The *General Conditions for Provision of Services* (Revision 1996 02 05) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for Provision of Services* are available in Adobe Acrobat (.pdf) format on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.

PART D

SUPPLEMENTAL CONDITIONS

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for Provision of Services*, 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 "Request for Proposal".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Proposal 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:
- (a) 15 Electric Auto Golf Carts which shall be delivered to the City for the period of no later than **June 1st, 2005 to September 30th, 2007**. The Contract start date may be earlier as outlined in B20.6 and Specification E3 .
 - (b) 2 concession carts which shall be delivered to the City for the period of no later than **June 1st, 2005 to September 30th, 2007**. The Contract start date may be earlier as outlined in B20.6 and Specification E3 .
 - (c) The City will store both Electric Auto Golf Carts and Concession carts on our site during off season for the duration of the contract.
- D2.2 If the lease option is exercised the following lease terms are expected:
- (a) Lease payments for 2005 shall be from start of contract until September 30, 2005
 - (b) May 1, 2006 until September 30, 2006
 - (c) May 1, 2007 until September 30, 2007
- 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) "**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 Proposals;

D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:

Mr. Michael Sterdan
Chief Operating Officer
Winnipeg Golf Services

Telephone No. (204)986-3999
Facsimile No. (204) 986-6852

- 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.

D5. CONTRACTOR'S SUPERVISOR

- D5.1 At the pre-commencement meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D6. NOTICES

- D6.1 GC.7.06 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

- D6.2 GC.7.06 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.7.06, 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 D4.1.

- 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. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

- D7.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- D7.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.
- D7.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

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.

CONTROL OF WORK

D9. COMMENCEMENT

- D9.1 The Contractor shall not commence any Work until he is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.
- D9.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence that the Contractor is 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;

D10. ORDERS

- D10.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D11. RECORDS

- D11.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D11.2 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.

D11.3 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.

D12. LIQUIDATED DAMAGES

D12.1 If the Contractor fails to deliver the Electric Auto Golf Carts or concession carts by the agreed delivery date they will be subject to liquidated damages.

D12.2 The Contractor shall pay the City the cost for an average sale per day / per Electric Auto Golf Cart, based on the 2 year average in 2003 and 2004.

MEASUREMENT AND PAYMENT

D13. INVOICES

D13.1 Further to GC.9.01 and notwithstanding GC.9.03, the Contractor shall submit an invoice for the Work performed pursuant to each order.

D13.2 Further to D6.3, the Contractor shall submit invoices to the locations designated at the time of ordering.

D13.3 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 MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D13.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D14. PAYMENT

D14.1 Further to GC.9.01 and GC.9.03, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D15. WARRANTY

D15.1 Notwithstanding GC.10.01 and GC.10.02, the warranty period for each item of Work supplied shall begin on the date of successful delivery and shall expire one (1) year thereafter unless extended pursuant to D15.2, in which case it shall expire when provided for thereunder.

- D15.2 Further to GC.10.01, if a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.
- D15.3 Notwithstanding GC.10.01, GC.10.02 and D15.2, if any law of Manitoba or of the jurisdiction in which the Work was manufactured requires, or if the manufacturer provides, a longer warranty period or a warranty which is more extensive in its nature, then the provisions of such law or manufacturer's warranty shall apply.

PART E

SPECIFICATIONS

PART E - SPECIFICATIONS

GENERAL

E1. GENERAL

E1.1 These Specifications shall apply to the Work.

E2. GOODS

E2.1 The Contractor shall supply and deliver golf auto carts and concession carts in accordance with the requirements hereinafter specified.

E2.2 All golf auto carts and concession carts shall:

- (a) be new and unused;
- (b) be equipped with an automatic transmission and capable of forward and reverse;
- (c) be equipped with a steering wheel as in an automobile;

E2.3 Electric Auto Golf Carts

- (a) Electric Auto Golf Carts shall be equipped with:
 - (i) a 36 or 48 volt battery powered system;
 - (ii) a luggage rack and upright club stand on the back.
 - (iii) a governor guard to prevent tampering with the cart speed controls.
 - (iv) tee holder, scorecard clip and pencil holder.
 - (v) Two (2) cup holders as a minimum
 - (vi) with a hard canopy and the canopy shall have the ability to channel away rain to the ground without splashing on occupants or equipment;
- (b) Bidder shall supply three (3) operating manuals and three (3) repair and service manuals and four (4) spare tires.

E2.4 Concession Carts

- (a) Concession carts shall be purpose built and:
 - (i) be equipped with a storage capacity of no less **15** cubic feet.
 - (ii) have a minimum of two (2) storage compartments;
 - (iii) be equipped with four (4) wheel braking;
 - (iv) be equipped with a shatterproof front windshield.
 - (v) be equipped with rear screen or transparent rear windshield to protect the driver.
 - (vi) be made specifically for concession services or may be a utility cart modified for concession services;
 - (vii) have all internal compartments smooth in texture and free from anything that may damage cans or goods stored within.
- (b) Bidder shall supply one (1) operating manual, one (1) parts, repair and service manual and two (2) spare tires.

E3. DELIVERY

E3.1 The delivery shall be no later than June 1, 2005. The City will evaluate an earlier delivery date in accordance with B20.6. The City expects to award the Contract before April 1, 2005.

E4. TRAINING

- E4.1 The Contractor shall provide both operational and maintenance training by qualified staff to City staff.
- E4.2 The City expects that, as a minimum, the operation and maintenance training sessions to:
- (a) Be one (1) hour long;
 - (b) Include a complete explanation / demonstration of daily and weekly maintenance requirements as outlined in E5.
- E4.3 The City expects operational training session for club house staff to be long enough to adequately explain all aspects of vehicle operation.
- (a) Training sessions will be held at either or both the Kildonan Park and Windsor Park Golf Courses for approximately six staff members.
- E4.4 Each session must adequately familiarize and orient staff on the unit and shall be of duration to the satisfaction of the Contract Administrator.

E5. SERVICE AND MAINTENANCE

- E5.1 This section only applies if the leasing option is exercised
- E5.2 Except as hereinafter stipulated, the Contractor shall provide full service and maintenance, including all parts, material and labour, according to the manufacturer's recommended service and maintenance schedules, for all equipment supplied.
- E5.3 Service and warranty repairs shall, when possible, be performed on site at each location. Down time for any cart shall not exceed 24 hours from notification to the Contractor except where the Contractor provides a replacement cart. Replacement carts are not required to be new but shall be of similar quality, condition and utility as the cart being replaced. Transportation to and from the golf course shall be provided by the Contractor at no cost to the City.
- E5.4 The City shall perform the following periodic services:
- (a) visual inspection for fluid leaks,
 - (b) tire pressure checks,
 - (c) install spare tire if required,
 - (d) check engine oil and brake fluid levels,
 - (e) visual belt inspection,
 - (f) fueling, and
 - (g) insurance while it is in our care.
- E5.5 The City will not compensate the Contractor for wear such as:
- (a) scratches or abrasions to the body of each cart;
 - (b) tire wear, other than irreparable cuts or punctures;
 - (c) fading of paint, or other finishes, consist with exposure to the environment;
 - (d) surface wear to the seats; and
 - (e) wear and tear associated with normal use of a Electric Auto Golf Cart on the terrain of the respective courses.

- E5.6 When an Electric Auto Golf Cart has been returned to the Contractor with excessive wear and tear, the Contractor shall contact the Contract Administrator. Details of the carts wear or damage shall be provided to the Contract Administrator who shall investigate the Contractor's claims. The carts shall remain "as is" until the claim has been resolved. 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.