



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 893-2008**

**PROVISION OF LIGHT FLEET SCHEDULED MAINTENANCE**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 LIGHT FLEET SCHEDULED MAINTENANCE

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 8, 2009.

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 D3.1.

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. ADDENDA**

B4.1 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.

B4.2 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.

B4.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.

B4.2.2 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 regularly and shortly before the Submission Deadline, as may be amended by addendum.

B4.3 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.

## **B5. SUBSTITUTES**

- B5.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 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.
- B5.4 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.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may in 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.
- B5.6 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.
- B5.6.1 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.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may 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 B13.
- B5.9 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.
- B5.10 Notwithstanding B5.2 to B5.9, and in accordance with B6.7 deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B13.1(a).

## **B6. BID SUBMISSION**

- B6.1 The Bid shall consist of the following components:
- (a) Form A: Bid;

(b) Form B: Prices.

- B6.2 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with .
- B6.3 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, to constitute a responsive Bid.
- B6.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.5 If the Bid Submission 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
- B6.5.1 Samples or other components of the Bid Submission 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.
- B6.6 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.7 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 B13.1(a).
- B6.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.
- B6.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.
- B7. BID**
- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 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 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.
- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 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.

- B7.4 Paragraph 10 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 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.

B7.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B7.5 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.

## **B8. PRICES**

B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B8.2 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.

B8.3 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.

B8.4 Prices from Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B9. QUALIFICATION**

B9.1 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.

B9.2 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 internet site at <http://www.winnipeg.ca/matmgt/debar.stm>.

B9.3 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);
- (d) be qualified to perform Manitoba safety inspections for vehicles up to 19,500 GVWR.

B9.4 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.

B9.5 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.

B9.6 Further to B9.3(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) 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 internet site at <http://www.winnipeg.ca/matmgt>)

B9.7 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.

## **B10. OPENING OF BIDS AND RELEASE OF INFORMATION**

B10.1 Bids will not be opened publicly.

B10.2 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>

B10.3 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 (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B10.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

## **B11. IRREVOCABLE BID**

B11.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B11.2 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.

## **B12. WITHDRAWAL OF BIDS**

- B12.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B12.1.1 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.
- B12.1.2 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 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B12.1.3 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 10 of Form A: Bid; and
  - (c) if the notice has been given by any one of the persons specified in B12.1.3(b), declare the Bid withdrawn.
- B12.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B11.2 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.

## **B13. EVALUATION OF BIDS**

- B13.1 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 B9 (pass/fail);
  - (c) Total Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B5;
- B13.2 Further to B13.1(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.
- B13.3 Further to B13.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.
- B13.4 Further to B13.1(c), the Total Bid Price shall be the sum of the number of vehicles (A) multiplied by the approximate quantity (B) multiplied by unit price (C). for each item shown on Form B: Prices.
- B13.5 This Contract will be awarded as a whole.

## **B14. AWARD OF CONTRACT**

- B14.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B14.2 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.



- B14.2.1 Without limiting the generality of B14.2, 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.
- B14.3 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 B13.
- B14.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.
- B14.4 Notwithstanding C4.1, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B14.5 The Contract Documents, as defined in C1.1(n), 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 internet site 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 sub clause with the prefix “**C**” designates a section, clause or sub clause 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 the maintenance, vehicle repairs and mandatory provincial inspections of City of Winnipeg- Winnipeg Fleet Management Agency light fleet vehicles up to 19,500 GVWR for the period of one (1) year from the date of award.

D2.1.1 The City may award Two (2) one-year extensions at the prices bid on Form B: Prices. The Contract Administrator will notify the Contractor a minimum of thirty (30) Calendar days prior end of the Contract period.

D2.1.2 The Contractor may decline D2.1.1 without penalty.

D2.2 The Work shall be done on an "as required" basis during the term of the Contract.

D2.2.1 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.

D2.2.2 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.

#### **D3. CONTRACT ADMINISTRATOR**

D3.1 The Contract Administrator is:

Dennis Konowich  
Superintendent of Equipment and Shops  
195 Tecumseh  
Winnipeg Mb,  
R3E 3S3  
Telephone No. (204) 986-5201  
Facsimile No. (204) 986-5427

D3.2 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.

#### **D4. CONTRACTOR'S SUPERVISOR**

D4.1 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 employ.

D4.2 Before commencement of Work, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work. The Contractor shall provide 5 day, 24 Hour contact names and telephone numbers.

D4.2.1 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.

## **D5. NOTICES**

D5.1 Notwithstanding C22.3, 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 Financial Officer  
Administration Building, 3rd Floor  
510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: (204) 949-1174

## **SUBMISSIONS**

### **D6. AUTHORITY TO CARRY ON BUSINESS**

D6.1 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.

### **D7. INSURANCE**

D7.1 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, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work;
- (c) Standard Garage Automobile Liability policy with minimum limits as follows:
  - (i) Section A – Third Party Liability – in the amount of a least two million dollars (2,000,000.00);
  - (ii) Section E1 – Collision or Upset – for vehicles in the care, custody, or control of the Contractor in the amount of at least one hundred thousand dollars (\$50,000.00) per loss, with a maximum deductibles of five hundred dollars (\$500.00);
  - (iii) Section E2 – Specified Perils – in the amount of at least one hundred thousand dollars (\$100,000.00); if applicable, coverage to also include open lot pilferage endorsement, with a maximum deductible of five hundred dollars (\$500.00).
  - (iv) The City of Winnipeg added as an additional insured.

D7.2 Deductibles shall be borne by the Contractor.

D7.3 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.

D7.4 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.

D7.5 The City shall have the right to alter the limits and/or coverage as reasonably required from time to time during the continuance of this agreement.

- D7.6 The Contractor and any Sub-Contractor utilized through the term of the Contract shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract and shall provide the Contract Administrator with evidence thereof upon request

## **CONTROL OF WORK**

### **D8. COMMENCEMENT**

- D8.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D8.2 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 D6;
    - (ii) evidence of the workers compensation coverage specified in C6.14;
    - (iii) evidence of the insurance specified in D7; and
  - (b) The Contractor has attended a meeting and has inspected the repair facility's with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

### **D9. SAFETY**

- D9.1 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.
- D9.2 The Contractor shall be solely responsible for the proper care and protection of the Work already performed.
- D9.3 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;
  - (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
  - (e) 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;
  - (f) fire hazards in or about the Work are eliminated;

### **D10. RECORDS**

- D10.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D10.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) the City work order/reference number;
  - (b) date(s) of provision of services;
  - (c) location at which service was provided;
  - (d) type and quantity of services provided;
  - (e) the amount payable with GST and MRST shown as separate amounts;
  - (f) the Contractor's GST registration number;

- (g) City of Winnipeg unit number;
- (h) License plate number;
- (i) Odometer and hour meter reading;
- (j) Wheel torque noted for each wheel;
- (k) What time unit arrived;
- (l) What time customer was notified unit was complete;
- (m) What time unit was picked up by the City of Winnipeg customer;
- (n) Contractor contact name; and
- (o) Detailed parts list including labour time at line level.

## **MEASUREMENT AND PAYMENT**

### **D11. INVOICES**

- D11.1 Further to C11, the Contractor shall submit an invoice for the Work performed pursuant to each order. Invoices are to be submitted no later than one week of completion of work performed. Manitoba Government Inspections (MGI) Certification (with accompanying paperwork) shall be sent to the Contract Administrator or designate on a daily basis.
- D11.2 Invoices must clearly indicate, as a minimum:
- (a) the City work order/reference number;
  - (b) date(s) of provision of services;
  - (c) location at which service was provided;
  - (d) type and quantity of services provided;
  - (e) the amount payable with GST and MRST shown as separate amounts;
  - (f) the Contractors GST registration number;
  - (g) City of Winnipeg unit number;
  - (h) License plate number;
  - (i) Odometer and hour meter reading;
  - (j) Wheel torque noted for each wheel;
  - (k) What time unit arrived;
  - (l) What time customer was notified and unit was complete;
  - (m) What time unit was picked up by the City of Winnipeg customer;
  - (n) Contractor contact name and;
  - (o) Detailed parts list including labour time and line levels
  - (p) Shop labour rates.
  - (q) Contractor contract name and;
  - (r) Shop Labour Rates.
- D11.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D11.4 All invoices are to be printed legibly, with reprints available upon request. Hand written invoices will not be acceptable. All invoices are to be made available and transmitted as an electronic file in order to be uploaded into WFMA's Fleet Managements System, by the end of the first six months after the Contract comes into effect.

D11.5 All warranty work performed is to be accompanied with an invoice as indicated in D11.2 showing a labour and parts breakdown with a zero balance, excluding any deductibles that may be applicable. The warranty work invoices are to be submitted no later than one week after completion of work performed.

**D12. PAYMENT**

D12.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D12.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**PERFORMANCE RELIABILITY**

**D13. PERFORMANCE RELIABILITY**

D13.1 The responsibility for the work completed, performed, and reliability shall rest upon the Contractor

D13.2 The term repeated failures or re-work as used herein is defined to mean that the same component or assembly develops repeated failures, breakdowns, and/or malfunctions rendering the unit inoperative or required repeated shop correction, service and/or replacement during the warranty period applicable for said component, subassembly or assembly. Minor items or ordinary service adjustments are not included or considered under the scope of repeated failures, as well as other factors, such as operational damage due to accidents, misuse or lack of proper maintenance, service and lubrication attention by not following the manufacturers preventative maintenance schedules.

**WARRANTY**

**D14. WARRANTY**

D14.1 Warranty is as stated in C12.

## **PART E - SPECIFICATIONS**

### **GENERAL**

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

#### **E2. SERVICES**

- E2.1 The Contractor shall be responsible for the maintenance of light and medium duty fleet vehicles, with vehicles ranging in class from a compact car up to 19,500 GVWR vehicles as indicated on Form B: Prices.
- E2.2 The Contractor shall be responsible for performing at minimum the services as per the schedule noted on page three (3) of the Specifications.
- E2.3 Any service that appears below item number 18 (bolded line) the Contractor is to contact the approved designate of the Contract Administrator for approval to proceed, and or to relay information with regards to the status of the unit.
- (a) Should the vehicle require service not listed on the attached schedule, the Contractor shall have decision making authority of up to two hundred dollars (\$200.00) on all services performed at market rate. Should the amount be above two hundred dollars (\$200.00) the contractor is to communicate with the designated WMFA Contract administrator (or designate), with an estimate to receive approval to proceed. If work is completed without the approval; the City of Winnipeg - Fleet Mgmt Agency has the authority to refuse payment.
- E2.4 All filters, lubricants, fluids and other parts not specifically mentioned are to be of brand name and are to meet or exceed the OEM and warranty requirements.
- E2.5 In order to assure minimum downtime of vehicles, the Contractor shall maintain a stock of common replacement parts either in their own inventory or in that of an agency that normally supplies parts to the Contractor. A sufficient stock of all parts above line 19 of the attached schedule on page three of the Specifications is to be available on a daily basis for the duration of the Contract. If parts are unavailable at the time of service, the Contractor is to have parts available within a 24 hour period from the time the work is to be completed.
- E2.6 Pre warranty expiration inspections are to be completed up to 5000 km prior to warranty expiration in accordance with OEM specifications, and are to be completed by the OEM dealership. When a unit comes in for service at the pre warranty point, the Contractor is to contact the appropriate OEM dealer to setup a service appointment for this inspection.

#### **E3. CONTRACTOR AND FACILITY REQUIREMENTS**

- E3.1 Each facility must have garage doors that open 3.6 meters in height or greater.
- E3.2 Each facility must have the capability of servicing at minimum four (4) vehicles at once.
- E3.3 The Contractor is to be responsible for all tools, and other related equipment required to perform the work specified within the contract.
- E3.4 Must be open for service a minimum of ten (10) hours per weekday and one six (6) hour period on the weekend.
- E3.5 Service coverage shall be available throughout the City of Winnipeg, with locations in the north, east, south, west, and central areas as per the map noted on page four (4) of the Specifications.
- E3.6 All contact information for the Contractor is to be supplied to the City one (1) week prior to any changes.



- E3.7 The Contractor is to provide one main point of contact for all service inquiries with up to a maximum of two designates for all sites.
- E3.8 All units are to be serviced a minimum once per calendar year. Scheduling reports will be coordinated with the contractor and the Contract Administrator or designate.
- E3.9 Service times are not to exceed forty five (45) minutes, unless otherwise specified or approved by the Contract Administrator or designate.
- E3.10 The City of Winnipeg units are to receive priority service; as such wait times are not to exceed thirty (30) minutes before work is commenced. Unless otherwise approved by the Contract Administrator or designate.
- E3.11 The Contractor shall provide secure parking space for two (2) spare vehicles per service site , to be used as loaner units when a unit is expected to be down for more than twenty four (24) hours. These spare units will be provided by WFMA, with use and maintenance controlled by the Contractor.
- E3.12 When work is performed on WFMA vehicles, WFMA will provide the Contractor with service stickers which the Contractor shall adhere to the vehicle windshield upper left hand corner showing the next service due date as per the attached schedule.
- E3.13 If a unit is being serviced for a regularly scheduled Preventative Maintenance Service as per page three (3) of the Specifications, and a Manitoba Government Inspection (MGI) is due within the next thirty (30) days, the Contractor shall be responsible for performing the MGI at market rate, and forward all supporting documents to the Contract Administrator. All repairs will be considered additional work and must be pre-approved through an estimate to the Winnipeg Fleet Management Agency staff before additional work is to be performed.
- E3.14 Any damage or defects discovered by the Contractor are to be documented and photographed.
- (a) Photographs are to be emailed along with a copy of the invoice to the Contract Administrator or his designate; and
  - (b) All vehicles are to be photographed upon arrival and before work is initiated. Photographs will include front, rear, left side and right side. Digital cameras must be a minimum of 7.1 mega pixel. These photographs are to be e-mail with the invoice.



