



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 65-2010

**SUPPLY & DELIVERY COMBINATION SEWER & CATCH BASIN CLEANER
VEHICLES**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY & DELIVERY COMBINATION SEWER & CATCH BASIN CLEANER VEHICLES

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 23, 2010.
- 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 D4.1.
- 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 website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website 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 materials, equipment, methods and products 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 seven (7) 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 material, equipment, method or product 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 price(s) 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 Detailed Specification 1002 and 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;
- (c) Form N: Detailed Specifications 1002.

B6.2 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.

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.
- B7.4.2 All signatures shall be original.
- 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.
- B8.1.1 Prices on Form B: Prices shall include:
- (a) duty;
 - (b) freight and cartage;
 - (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
 - (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.
- B8.1.2 Prices on Form B: Prices shall include the Manitoba Tire Stewardship Board New Tire Levy (tire tax) which shall be extra where applicable.
- 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.

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 website 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);

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.

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 for Alternative 1 Purchase Option or Alternative 2 Lease Option (unevaluated, and pending review and verification of conformance with requirements or evaluated prices) 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 C21, 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 there from (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 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 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 quantities multiplied by the unit prices, minus Net Present Value of the Guaranteed Buyback (based on 170 hours per month for 60 months, plus the Net Present Value of the Maintenance Agreement Price for each item shown on Form B: Prices.
- B13.4.1 Further to B13.4, for the purposes of this evaluation the Net Present Value will be calculated using a 3.5% City of Winnipeg borrowing rate as the discount rate.
- B13.5 The Bid Price for Alternative 2 –Lease Option will be evaluated considering the Net Present Value of the lease payments using a 3.5%City of Winnipeg borrowing rate as the discount rate.
- B13.6 This Contract may be awarded on the basis of:
- (a) Alternative 1 Purchase Option; or
 - (b) Alternative 2 Lease Option

as identified on Form B: Prices

- B13.6.1 Notwithstanding B8.1, the Bidder may, but is not required to, bid on both alternatives.
- B13.6.2 Notwithstanding B14.3, the City shall not be obligated to award any item to the responsible Bidder submitting the lowest evaluated responsive Bid for that item and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on both alternatives or on all items in Alternative 2, he shall have no claim against the City if his partial Bid is rejected in favour of an award of the Contract on the basis of an alternative or item upon which he has not bid.

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 and Paragraph 6 of Form A: Bid, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract. The Purchase Order will indicate the Items and quantities required by the City. If the quantities significantly exceed the approximate quantities in Form B: Prices and the successful Bidder is unable to supply any portion or portions of said excess quantities, then the City may, in its sole discretion issue a Purchase Order to the second lowest responsive responsible bidder for the such portion or portions of the excess quantities that the successful bidder is unable to supply.
- B14.5 The Contract, as defined in C1.1(n) (ii) 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 the Supply and Delivery of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply and Delivery of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for the Supply and Delivery of Goods* (2008 05 26), 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 **Supply and Delivery of Combination Sewer & Catch Basin Cleaner Vehicles and associated attachments** in accordance with Detailed Specification 1002 .

D2.2 Any material, labour or components not specifically mentioned or included herein, but may be required to complete, perfect and place the equipment in successful operation, shall be furnished by the Contractor as though specifically mentioned in these Contract Documents. The Contractor shall supply the equipment and all components and all features that are normally considered to be standard on that equipment, unless specifically excluded in the Form N: Detailed Specifications.

D2.3 Unless specifically stated otherwise in the Form N: Detailed Specifications, only new, unused equipment of current manufacture shall be accepted.

D2.4 Further to C7 if at any time during the 12 (twelve) month period following the award of the Contract, the City requires additional quantities of the Items, the City may request the Contractor to supply up to one hundred percent (100%) additional quantities as Extra Work at the unit prices set out in the Contract. The Contractor may decline to supply the additional quantities without penalty.

D2.5 The length of the lease shall be sixty (60) months, commencing July 1, 2010 or earlier. The City reserves the right to extend the lease a further twenty-four (24) months, depending on equipment requirements, at the same lease rate bid on Form B: PRICES.

D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) **“Equipment”** or **“Vehicle”** shall be used to describe **Combination Sewer & Catch Basin Cleaner Vehicles and associated attachments** in these Contract Documents
- (b) **“Guaranteed Buyback”** means guaranteed price the Contractor agrees to pay the City to purchase the equipment back after the specified time and usage level.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Réal Pelletier
Coordinator of LCCM
770 Ross Avenue Winnipeg Manitoba R3E 1C6
Telephone No. (204) 986-5328
Facsimile No. (204) 986-3773

D5. NOTICES

D5.1 Notwithstanding C21.3, 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

D6. PREVENTATIVE MAINTENANCE PROGRAM

- D6.1 Upon award of Contract, the Contractor shall provide full details on an e-mail attached document provided by WFMA of the Preventative Maintenance (PM) Program specific to the Equipment being offered (including attachments) and shall include service intervals of all components, part numbers on regular maintenance items including belts, filters, oils/fluid types and capacities, engine, transmission, axle, etc. model and serial numbers. The PM shall be submitted prior or upon delivery of supplied equipment.
- D6.2 All information, documents or other communications required to be submitted for the PM shall be sent to the Contract Administrator in D4.1.
- D6.3 If the PM Program has not been submitted by the Contractor to the City, in accordance with D6.1, the City will perform the work and acquire the information at its own expense. The costs incurred (up to and including \$500.00 per unit) will be deducted from the Contractor's final invoice.

D7. INSPECTION

- D7.1 Further to C9, inspection of the equipment shall be conducted as promptly as practicable. Thorough examination of the equipment and successful completion of a continuous eight-hour 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.
- D7.1.1 The cost of the initial inspection of the equipment shall be borne by the City. The cost of subsequent inspections required, attributable to deficiencies identified in the initial inspection, shall be the responsibility of the Contractor and charged at the prevailing shop rate for Winnipeg WFMA.
- D7.1.2 The City may deduct the amount owing, related to subsequent inspections in accordance with D7.1.1, from any payment required to be made by the City to the Contractor.
- D7.2 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.
- D7.3 Notwithstanding D7.1, where multiple quantities of like equipment are being supplied, the City reserves the right, at its discretion, to waive the requirement for a continuous eight-hour full-performance test as part of the inspection process for the remaining pieces of equipment following a successful completion of the test by one or more pieces of equipment.
- D7.4 Total Performance shall not be achieved until successful completion of the inspection process.

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.

SCHEDULE OF WORK

D9. COMMENCEMENT

D9.1 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.

D9.2 The Contractor shall not commence any Work until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8.

D10. LIQUIDATED DAMAGES

D10.1 If the Contractor fails to achieve Total Performance within the time specified for delivery on Form N; Detailed Specifications, the Contractor shall pay the City **two hundred dollars (\$200.00) per vehicle, per Calendar Day** for each and every Calendar Day until Total Performance has been achieved.

D10.2 The amount specified for liquidated damages in D10.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve delivery by the day fixed herein for same.

D10.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D11. PARTS AVAILABILITY

D11.1 In order to assure minimum downtime of the equipment, the Contractor shall maintain a stock of all replacement parts in North America, either in his own inventory or in that of an agency that normally supplies parts to the Contractor, for a period of **seven (7) years**.

D11.1.1 If replacement parts are not available within the **seven (7) years**, and the City is required to build or acquire parts on their own means, the Contractor shall be charged back 100% of the parts replacement costs.

D11.2 Parts shall be made available in Winnipeg by the Contractor within **seventy-two (72) hours** from request by the City of Winnipeg.

D11.2.1 For equipment that is not available for use should the Contractor fail to supply parts within **seventy-two (72) hours** from the time of notification, the City shall charge the Contractor an amount of \$50.00 per unit per calendar day until the parts are supplied.

MEASUREMENT AND PAYMENT

D12. PAYMENT

D12.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after the Contractor receives written notification of successful completion of the inspection process or of the equipment being successfully placed into operation.

D12.2 Notwithstanding that the City will license and insure equipment upon receipt, payment will be made in accordance with D12.1. Licensing and insuring equipment upon receipt does not mean that the inspection process has been successfully completed or that the equipment has been successfully placed into operation.

D13. INVOICES

D13.1 Further to C10, and upon initial delivery of the equipment, the Contractor shall submit an accurate invoice for the supply and delivery of each piece of equipment specified in the Contract to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: (204) 949-0864
Email: CityWpgAP@winnipeg.ca

D13.2 Invoices must clearly indicate, as a minimum:

- (a) The City's order (Purchase Order or Standing Purchase Order Release Authorization) number;
- (b) Date of delivery;
- (c) Delivery address;
- (d) Type and quantity of goods delivered;
- (e) The amount payable with GST and PST shown as separate amounts;
- (f) The Contractor's GST registration number.
- (g) Engine hours, aux engine hours and hourly shop rate(s)
- (h) The complete breakdown of all large individual components on the completed unit based on the following examples:
 - (i) Refuse truck - truck chassis cost and packer unit cost.
 - (ii) Service body truck - truck chassis cost and service body cost.
 - (iii) Agricultural tractors – base tractor cost and attachment cost for each individual attachment
 - (iv) Other equipment – base equipment unit cost and modification cost for each individual modification.
- (i) Any additional work or modifications requiring an additional purchase order shall be billed on a separate invoice.

D13.3 The City will bear no responsibility for delays in approval of invoices that are improperly submitted.

WARRANTY

D14. WARRANTY

D14.1 Notwithstanding C11, and the warranties specified in the Form N: Detailed Specifications applicable to the unit, the warranty period for each piece of Equipment supplied shall begin on the date of successful completion of the inspection process or when the equipment has been successfully placed into operation.

D14.2 The Contractor shall make available a service truck to provide and maintain the following at no cost to the City:

- (a) Repair work – for repeated failures outlined in Form N: Detailed Specifications section under Performance Reliability.
- (b) Warranty work – for all items covered under the warranty clauses, outlined in Form N: Detailed Specifications section under Warranty.

D14.2.1 If a service truck is not available all transportation costs related to the warranty of the unit are the responsibility of the Contractor.

- D14.3 All incidental warranty related costs (including, but not limited to, Contractor's travel, mileage, deductibles, towing costs, etc.) in executing any part of the warranty shall be the sole responsibility of the Contractor.
- D14.4 Equipment that is not available for use due to a warranty related issues shall be rectified within **seventy-two (72) hours** from the time of notification of failure. If the warranty related failure is not rectified within the **seventy-two (72) hour period**, the City shall charge the Contractor an amount of \$100.00 per unit per calendar day until the warranty failure has been rectified.
- D14.5 The Contractor shall authorize the City of Winnipeg repair facilities to perform minor warranty repairs and breakdowns during evenings, nights and weekends as required. The extent of the repairs shall be limited to a maximum of 4-hours per unit per breakdown. For all other warranty repairs, or warranty repairs requiring more than 4-hours labour, the City shall contact the Contractor the following business day. Any work performed by the City shall be charged to the Contractor at the repair facility's shop rate in effect at the time the work is performed (for example, shop rate for 2009: \$82.00/hr and \$112.00/hr overtime rate).).

D15. LICENSING AND INSURANCE

- D15.1 The City shall provide and pay for vehicle licensing and registration and at least the minimum applicable Autopac insurance coverage.
- D15.2 The City will provide its own Third Party Liability insurance excessive of the basic Autopac coverage. Evidence of such coverage will be provided by the Contract Administrator upon request.
- D15.3 If a vehicle supplied under the Contract is involved in an incident, any claims will be processed by the Claims and Insurance Branch of the City Finance Department.

D16. LEASE PERIOD

- D16.1 The Lease Period shall be sixty (60) months, commencing July 1st, 2010 or earlier.
- D16.2 Units will be put into service as soon as they are available.
- D16.3 At the discretion of the City, the lease period may be extended by up to and including six (6) months. The lease rate for the extension period shall be the same as the tendered price, but pro-rated on the basis of a 30-day month.

D17. USER DEPARTMENT

- D17.1 While it is the intent of the City that the vehicles supplied under this Contract will be used by the Water & Waste Department, the City reserves the right to reassign any or all units to other City Departments on occasion.

D18. WEAR AND TEAR

- D18.1 When the units leased under this Contract are returned to the successful bidder, the Contractor shall note that the City shall not be charged for normal wear and tear including, but not limited to, small chassis and body scratches (interior and exterior) and dents, paint discolouration, stone chips as well as minor repairs that may be necessary incidental to installation and removal of two way mobile radios.
- D18.2 When a unit or units supplied under this Contract are returned to the successful bidder and the units have wear or damage in excess of normal wear and tear, the successful bidder 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 Services investigate the successful bidder's claims. The unit or units in question shall remain "as is" until the claim has been resolved. The Contract Administrator shall have the final

decision in disputes regarding damage claims. The successful bidder 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.

- D18.3 The City of Winnipeg will have first opportunity to repair any and all excess wear and damages through out the Contract including when the units are returned at the end of the lease