



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 741-2012

SUPPLY & DELIVERY OF A TRAILER MOUNTED CRASH ATTENUATOR

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY & DELIVERY OF A TRAILER MOUNTED CRASH ATTENUATOR

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, November 13, 2012.

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.
- B5.6.3 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 B16.
- 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 12022 and B6.8 deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B16.1(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.

B6.2 The Bid should consist of the following components:

- (a) Form Q: Sustainability Questionnaire.

B6.3 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.

B6.4 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.

B6.5 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.

B6.6 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

B6.6.4 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.

B6.7 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.

B6.8 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 B16.1(a).

B6.9 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.

B6.9.5 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B6.10 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.

- B7.2.6 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.
- B7.4.7 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B7.4.8 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.
- B8.1.9 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.
- B8.1.10 Prices on Form B: Prices shall **not** 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. PREVENTATIVE MAINTENANCE SCHEDULE

- B9.1 The Bidder should complete the Preventative Maintenance Schedule, providing full details of the preventative maintenance requirements 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, on Form O-Preventative Maintenance Schedule.

B10. DATA COLLECTION SHEETS

- B10.1 Upon award of contract, the Contract Administrator will send the successful bidder an electronic copy of Form-O Data Collection Sheets.
- B10.2 (a) full details of the Data Collection requirements 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 Data Collection Sheet shall be submitted prior or upon delivery of supplied Equipment; and
- B10.3 (b) comprehensive details of all Equipment including attachments, components, engine, transmission, axle, etc.
- B10.4 All information, documents or other communications required to be submitted for the Data Collection Sheets shall be sent to the Contract Administrator in D4.1. The communications shall be sent electronically in Word Format only (**no exceptions**). The form shall be sent to the Contractor at the time of award.
- B10.5 If the Data Collection Sheets have not been submitted by the Contractor to the City, 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.

B11. SUSTAINABILITY QUESTIONNAIRE

- B11.1 The Bidder should complete and submit Form Q-Sustainability Questionnaire.
- B11.2 The information provided on Form Q-Sustainability Questionnaire will identify information about the Equipment provided, its components, serviceability, or manufacturing processes that contribute to it being a more environmentally friendly or socially responsible investment. Examples could include, but are not limited to:
- (a) certification under a third-party environmental or ethical workplace standard;
 - (b) an environmental achievement award;
 - (c) innovative manufacturing processes that contribute to a lesser carbon footprint;
 - (d) socially responsible or environmentally sustainable procurement policies;
 - (e) exceptional fuel economy; or
 - (f) low lifecycle costs for its class.

B12. QUALIFICATION

- B12.1 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.
- B12.2 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>

- B12.3 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);
- B12.4 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.
- B12.5 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.

B13. OPENING OF BIDS AND RELEASE OF INFORMATION

- B13.1 Bids will not be opened publicly.
- B13.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements 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>
- B13.3 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>
- B13.4 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.

B14. IRREVOCABLE BID

- B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B14.2 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.

B15. WITHDRAWAL OF BIDS

- B15.1 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.
- B15.1.11 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.
- B15.1.12 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.

- B15.1.13 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 B15.1.13(b), declare the Bid withdrawn.
- B15.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B14.2 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.

B16. EVALUATION OF BIDS

- B16.1 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.
- B16.2 Further to B16.1(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.
- B16.3 Further to B16.1(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.
- B16.4 Further to B16.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B16.5 This Contract will be awarded as a whole.

B17. AWARD OF CONTRACT

- B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B17.2 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.
- B17.2.14 Without limiting the generality of B17.2, 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.

- B17.3 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 B16.
- B17.3.15 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.
- B17.4 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.
- B17.5 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 of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.
- C0.1.16 The *General Conditions for the Supply 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 of Goods*, 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 & Delivery of a Trailer Mounted Crash Attenuator in accordance with Detailed Specification 12022 .

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.

D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) **"Equipment"** or **"Vehicle"** shall be used to describe a **Trailer Mounted Crash Attenuator** in these Contract Documents

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Kevin Moniz
Coordinator of Equipment Specifications
770 Ross Avenue

Telephone No. (204) 986-8273

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 facsimile number:

The City of Winnipeg
Chief Financial Officer

Facsimile No.: (204) 949-1174

D6. DATA COLLECTION SHEETS

- D6.1 Upon award of contract, the Contract Administrator will send the successful bidder an electronic copy of Form-O Data Collection Sheets.
- D6.2 (a) full details of the Data Collection requirements 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 Data Collection Sheet shall be submitted prior or upon delivery of supplied Equipment; and
- (b) comprehensive details of all Equipment including attachments, components, engine, transmission, axle, etc.
- D6.3 All information, documents or other communications required to be submitted for the Data Collection Sheets shall be sent to the Contract Administrator in D4.1. The communications shall be sent electronically in Word Format only (no exceptions). The form shall be sent to the Contractor at the time of award.
- D6.4 If the Data Collection Sheets have not been submitted by the Contractor to the City, 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.
- D7.1.17 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 Fleet Management Agency.
- D7.1.18 The City may deduct the amount owing, related to subsequent inspections in accordance with D7.1.17, 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 will 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 and in accordance with D7.4, the Contractor shall pay the City fifty dollars (\$50.00) per vehicle, per Business Day for each and every Business Day until the Contractor has achieved Total Performance.

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 ten (10).years.

D11.1.19 Further to D11.1, if replacement parts are not available within the ten (10).years, and the City is required to build or acquire parts by their own means, the Contractor may be charged back 100% of the parts replacement costs.

D11.2 Parts shall be made available to the Winnipeg Fleet Management Agency, by the Contractor, within three (3) Business Days from a request by the Contract Administrator or designate.

D11.3 Where Equipment is not available for use due to the Contractor's failure to supply parts in accordance with D11.2, the failure to supply parts may be determined to be an Event of Default in accordance with C16.

D12. TRAINING

D12.1 Training materials and applicable manuals or on-line training material information shall be provided no later than (4) weeks prior to delivery of Vehicles, Equipment and/or related attachments to the Operator Training Branch of Public Works, through the Contract Administrator identified in D4.

D12.1.20 Training materials should be provided in both electronic format and hard copy. Available training videos should be supplied in CD or DVD format.

D12.2 Equipment familiarization training shall be coordinated through the Winnipeg Fleet Management Agency Safety Officer. The Contractor shall arrange operational and mechanical equipment

familiarization no later than (4) weeks prior to delivery with the Contract Administrator identified in D4.

MEASUREMENT AND PAYMENT

D13. PAYMENT

D13.1 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.

D13.2 Notwithstanding that the City will license and insure equipment upon receipt, payment will be made in accordance with D13.1. 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.

D14. INVOICES

D14.1 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

D14.1.21 A copy of the original invoice for each piece of Equipment shall accompany the Equipment upon delivery.

D14.2 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) 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.
- (h) Any additional work or modifications requiring an additional purchase order shall be billed on a separate invoice.

D14.3 The City will bear no responsibility for delays in approval of invoices that are improperly submitted.

D14.4 Bids Submissions must be submitted to the address in B6.6.

WARRANTY

D15. WARRANTY

- D15.1 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.
- D15.2 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.
- D15.3 Equipment that is not available for use due to warranty related issues shall be rectified within three (3) Business Days from the time of notification of failure. If the warranty related failure is not rectified within the three (3) Business Day period, the failure will be considered an Event of Default in accordance with C16.