



THE CITY OF WINNIPEG

TENDER

TENDER NO. 1148-2019

RENTAL OF CLASS 1-5 VEHICLES FOR 2020

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 RENTAL OF CLASS 1-5 VEHICLES FOR 2020

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, December 20, 2019.

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 Tender, 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 Tender 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 Tender 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. CONFIDENTIALITY

B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Tender to the media or any member of the public without the prior written authorization of the Contract Administrator.

B5. ADDENDA

B5.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 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/matmgmt/bidopp.asp>
- B5.4 The Bidder is responsible for ensuring that he/she 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.
- B5.5 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.

B6. SUBSTITUTES

- B6.1 The Work is based on the materials, equipment, methods and products specified in the Tender.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the 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.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her 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.

- B6.9 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.

B7. BID SUBMISSION

- B7.1 The Bid shall consist of the following components:

- (a) Form A: Bid;
- (b) Form B: Prices;

- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.

- B7.3 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.

- B7.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.

- B7.5 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 Tender 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

- B7.5.1 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 Tender number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.

- B7.6 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204-949-1178.

- B7.6.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time or guarantee the successful receipt of a faxed Bid Submission.

- B7.7 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.

- B7.8 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B16.1(a).

- B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B8. BID

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.

- B8.2 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/her own name, his/her 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/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B8.4 Paragraph 11 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/her 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/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B8.4.2 All signatures shall be original.

B8.5 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.

B9. PRICES

B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 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.

B9.1.2 Prices on Form B: Prices shall **not** include the Manitoba Tire Stewardship Board New Tire Levy (tire tax) which shall be extra where applicable.

B9.1.3 Prices on Form B: Prices shall not include Environmental Handling Charges (EHC) or fees, which shall be extra where applicable.

B9.2 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.

B9.3 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.

B10. DISCLOSURE

B10.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B10.2 The Persons are:

(a) N/A.

B11. CONFLICT OF INTEREST AND GOOD FAITH

B11.1 Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B11.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Tender process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

B11.3 In connection with its Bid, each entity identified in B11.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B11.4 Without limiting B11.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B11.5 Without limiting B11.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
- (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B11.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B11.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

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 <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>

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), their address(es) 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 The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B13.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

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/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B15.1.1 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.
- B15.1.2 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 11 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B15.1.3 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 11 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Bid withdrawn.
- B15.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her 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 Tender or acceptable deviation there from (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
- (c) Evaluated Bid Price;
- (d) economic analysis of any approved alternative pursuant to B6;

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/her Bid or in other information required to be submitted, that he/she is qualified.

B16.4 Further to B16.1(c), the Evaluated Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices using the calculation shown below.

B16.4.1 The Evaluated Bid Price per Item shall be calculated using the Unit Price bid on Form B: Prices. This number will be added to the estimated fuel consumption costs over 1667 km (based on Natural resources Canada data 2019 if available) resulting in the Evaluated Bid Price for the Item. NOTE: The monthly price for vehicles which are not rated by Natural Resources Canada will be used as the bid price for the item.

B16.4.2 The following sample formula demonstrates the total evaluated cost per Item:

- (a) $[(\text{Monthly Rate}) + (\text{Estimated Fuel Consumption Costs over 1667 km})] = \text{Monthly Evaluated Bid Price for this Item}$

Example:	Year, Make & Model	- 2019 Ford Escape SE
	Monthly Rate	- \$600. ⁰⁰
	Fuel Consumption	- 8.8 L/100 km City
	Fuel Cost	- \$1. ⁰⁰ /Litre

B16.5 The Contract shall be awarded by Item.

B16.5.1 Notwithstanding B9.1, the Bidder may, but is not required to, bid on all items.

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 qualified, and the Bids are determined to be responsive.

B17.2.1 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 City shall award to the qualified Bidder or Bidders who have submitted a responsive Bid in accordance with the evaluation criteria listed in B16 in order to establish a call-out list for the items listed on Form B: Prices.
- B17.3.1 When the City requires Items listed on Form B: Prices, the City will first contact the Bidder who had submitted the lowest evaluated responsive Bid for the Item in question, and so on until the City's requirements have been met.
- B17.3.2 A Purchase Order will be issued for each purchase made under the call-out list.
- B17.3.3 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B17.4 Notwithstanding C4 and Paragraph 6 of Form A: Bid, the City may issue a Purchase Order to each 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 2019-01-15) are applicable to the Work of the Contract.
- C0.1.1 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 Tender 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*, 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 is to establish a call-out list of prices on a monthly basis for the Calendar Year 2020. The vehicles will be rented on an "as-required" basis, where and when available. The rental of Class 1-5 vehicles shall be in accordance with the Specifications on a monthly basis from January 1, 2020 until December 31, 2020 with the option of one (1) mutually agreed upon one (1) year extension.

D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on January 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

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.

D2.3 The Work shall be done on an "as required" basis during the term of the Contract.

D2.3.1 Notwithstanding C7, the City shall have no obligation under the Contract to rent any quantity of any item in excess of its actual operational requirements.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Eugene Romaniuk *CET*
Winnipeg Fleet Management Agency

Telephone No. 204-250-5624

E-mail eromaniuk@winnipeg.ca

D4. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D4.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D4.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D4.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

(a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;

- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D4.4 A Contractor who violates any provision of 0 may be determined to be in breach of Contract.

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.

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.

SCHEDULE OF WORK

D7. COMMENCEMENT

D7.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D7.2 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 D6.

D8. ORDERS

D8.1 The Contractor shall provide an e-mail address at which orders for delivery may be placed.

D8.2 When equipment is required, the City shall e-mail the low Bidder for that class and order the equipment required. Should the equipment not be available when required, the City shall go to the second low Bidder, etc., until the equipment is obtained. The order will be confirmed by the issuance of a purchase order.

D8.2.1 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.

D9. DELIVERY

D9.1 The Contractor shall arrange for the vehicles and equipment to be serviced, ready for operation, fully fuelled, licensed and insured and delivered FOB with the freight prepaid to the City of Winnipeg, Winnipeg Fleet Management Agency Office, 195 Tecumseh Street, Winnipeg, Manitoba no later than 9:00 am of the rental commencement date.

D9.1.1 If a vehicle is delivered after 9:00 am of the rental commencement date, the first billing date shall be considered to be the next Business Day.

D9.2 The Contractor shall arrange for Pre-Delivery Inspections prior to delivery of the equipment.

- D9.3 The Contractor will be provided an e-mail address after award of the Contract where they shall e-mail a list of all equipment or vehicles being delivered that includes the serial numbers and hours/mileage.

MEASUREMENT AND PAYMENT

D10. RECORDS

- D10.1 The Contractor shall keep detailed records of each piece of equipment supplied under the Contract.
- D10.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) User name(s) and addresses;
 - (b) Order date(s);
 - (c) Delivery date(s);
 - (d) Description and quantity of goods supplied;
 - (e) A detailed record of wear or damage to the equipment at the time of delivery;
 - (f) Maintenance records, specifically next service due dates and mileage/hours as per the manufacturer's maintenance and repair schedules.
- D10.3 The Contractor shall provide the Contract Administrator with a copy of the records for each piece of equipment at the time of delivery.

D11. INVOICES

- D11.1 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

- D11.2 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 (Item No from Form B: Prices);
 - (e) the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts;
 - (f) The Contractor's GST registration number.
 - (g) The City Unit Number (to be provided by Winnipeg Fleet Management Agency at the time of Order
- D11.3 The City will bear no responsibility for delays in approval of invoices that are improperly submitted.
- D11.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B7.**

D11.5 The Contractor shall provide no more than one (1) invoice per month per vehicle/unit regardless of the rental period.

Further to D11.4 and D11.7, the following example is provided to indicate invoicing for "Monthly Rate" equipment: (Applicable taxes extra).

Example: Item 11 - 9000# GVWR, Ext. Cab Pick-Up Truck 4WD, 6½' Box
Unit Price - \$1200.00 per Month
Rental Period - May 8 – September 18, 2020
Months Rented - 4-months, 10-days

Invoice 1

- Dated June 1, 2020
- $(1200.00 \div 30) \times 23 = \920.00

Invoice 2

- Dated July 1, 2020
- $1200.00 \times 1 = \$1200.00$

Invoice 3

- Dated August 1, 2020
- $1200.00 \times 1 = \$1200.00$

Invoice 4

- Dated September 1, 2020
- $1200.00 \times 1 = \$1200.00$

Invoice 5

- Dated September 19, 2020
- $(1200.00 \div 30) \times 18 = \720.00

D11.5.1 Payment

D11.6 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D11.7 Further to D11.6, Rental payments will be net, paid at the end of each month, for the previous month's use or portion thereof by invoice, after acceptance of the equipment by the City of Winnipeg as specified. A partial month's rental shall be pro-rated based upon a thirty (30) day month. All payments shall be made in Canadian funds in Winnipeg, Manitoba and no interest will be allowed on any payments. All charges for duty, freight and other charges, government or otherwise, but not including Manitoba Retail Sales Tax and the Goods and Services Tax shall be included in the rental price.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

E1.1 These Specifications shall apply to the Work.

E2. NOTICE OF REQUIREMENT

E2.1 When a vehicle or vehicles are required, the City shall email the lowest evaluated Bidder for that class and order the vehicle(s) required. Should the vehicle(s) not be available from the low Bidder when required, the City shall go to the second low Bidder, etc., until the vehicle(s) required are obtained.

E3. VEHICLE SPECIFICATIONS

E3.1 Vehicles supplied under Items 1-13 of this Contract shall be of current or previous two (2) model years and shall be equipped with all components, features and accessories normally provided as standard for the model supplied. Vehicles supplied under Items 14-22 of this Contract shall be of current or any of the previous five (5) model years and shall be equipped with all components, features and accessories normally provided as standard for the model supplied. All vehicles shall have the following features:

Note: These specifications are in addition to the specifications listed for each individual vehicle type listed on Form B: Prices.

- (a) automatic transmission;
- (b) air conditioning;
- (c) AM/FM radio;
- (d) Bluetooth technology, required for use with cellular phones, "hands-free" capable, voice command activated through vehicle's radio circuit;
- (e) floor mats (front and rear);
- (f) spare tire and jack;
- (g) white colour vehicles are preferred, however, all vehicle colours will be accepted;
- (h) two (2) sets of ignition/door keys;
- (i) window sticker located on the inside, top-left corner of the window stating km of next service due; and
- (j) a current Manitoba Safety Inspection (MGI) sticker (for vehicles 4536 kg GVWR and over).

E4. LICENSING AND INSURANCE

E4.1 For all vehicles rented, the Contractor shall provide and pay for vehicle licensing and registration and at least the following minimum Autopac insurance coverage:

Basic Insurance

Basic Third Party Liability
Vehicle Damage Deductible
Physical damage covered for the full value of the rental vehicle

Business Purpose

\$200,000.⁰⁰
\$500.⁰⁰

E4.2 Manitoba Public Insurance (MPI) provides a maximum insured value of \$50,000 for vehicles under 16,300 kg. If a vehicle rented to the City is valued higher, the Contractor shall provide

evidence of the excess maximum insured value through MPI Special Risk Extension (SRE) or other insurers licensed in the Province of Manitoba. The City will not be responsible for costs, damage or expenses arising from actions, claims, demands or proceedings for underinsured rental vehicles.

- E4.3 Originals of the licensing and insurance documents and/or certificates of insurance documents shall be provided with each vehicle at the time of delivery. Photocopies of the insurance and registration shall not be acceptable. Certificates of insurance may be provided at the time that the Contractor is added to the call out list or upon delivery of rental units.
- E4.4 The City of Winnipeg will provide its own Third Party Liability insurance in excess of the basic third party liability coverage for all vehicles rented from this Bid Opportunity. Evidence of such coverage will be provided upon request.

E5. INSPECTION

- E5.1 All vehicles supplied under this Contract shall undergo an inspection by The City of Winnipeg prior to placing the equipment into service. Thorough examination of the equipment and successful completion of a 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.
- E5.2 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.

E6. NOTICE OF RETURN

- E6.1 For rentals under this Contract, the City of Winnipeg shall make every effort to establish the length of rental period when placing an order with the Bidder, however, the City of Winnipeg reserves the right to return vehicles prior to the rental period stated to the Bidder originally. Under these circumstances the City of Winnipeg agrees to provide the Bidder with a reasonable notice of return by e-mail as follows:
- E6.1.1 Monthly rental – minimum of two (2) Business Days.
- E6.2 Upon notification of return by the City, the Contractor shall remove the vehicle(s) from City property within two (2) Business Days.

E7. DECALS

- E7.1 The City shall require corporate logos/decals on vehicles rented throughout this Contract. The vendor shall be responsible for decal installation at the commencement of the rental and removal of decals upon completion of the rental period. The City shall supply all decals to the Contractor. The decals shall consist of two (2) medium sized City logo decals located one (1) on the front driver's side door and one (1) on the front passenger side door.

E8. MAINTENANCE AND REPAIRS

- E8.1 The Contractor shall provide, at no additional cost, full maintenance and mechanical repairs for vehicles supplied under this Contract. The Contractor shall have a maintenance and repair facility located within 10 km of the City of Winnipeg limits. Maintenance and repairs shall include, but not be limited to:
- (a) manufacturer's recommended scheduled maintenance (e.g.) oil, filters, lubrication (c/w a visible service sticker indicating next service due), fluid changes, tune-ups as listed in the manufacturer's preventative maintenance schedules;
 - (b) inspection and/or replacement of wearing components (e.g.) belts, brakes, suspension; and

- (c) repair or replacement of abnormal failures (e.g.) tire blowouts, loose trim, electronics failure.

E8.2 The Contractor shall not be responsible for repair of tires due to road damage.

E8.3 If a vehicle is unavailable for use by the City of Winnipeg due to maintenance or mechanical repairs (including warranty repair work) for a period exceeding one (1) Business day, the Contractor shall provide a replacement vehicle(s) comparable to the rental vehicle at no additional cost to the City of Winnipeg.

E9. DAMAGES

E9.1 Category 1 – Normal Wear and Tear;

E9.1.1 When a unit is picked-up by the Contractor at the end of the rental period, the Contractor shall note that the City of Winnipeg shall not be charged for normal wear and tear including, but not limited to, small body scratches (interior and exterior) and dents, paint discoloration, and stone chips as well as minor repairs that may be necessary incidental to installation and removal of a two way mobile radio, warning beacons, directional arrow boards and decaling.

E9.1.2 The City of Winnipeg shall not be charged for normal wear and tear of cargo box liners. Normal wear and tear of box liners shall include, but not be limited to, abrasions, scuffs and small cuts.

E9.2 Category 2 – Cosmetic Damages;

E9.2.1 When a unit is picked-up by the Contractor at the end of the rental period and the vehicle has damages beyond the scope of Normal Wear and Tear, including large dents, body and fender scrapes, bumper and/or window damages, cracked or broken lights/lenses, the Contractor may perform collision and/or damage repairs under the terms of the applicable insurance and claims settlement. The Contractor shall contact the Contract Administrator prior to having the collision and/or damage repairs performed.

E9.2.2 When a unit is picked-up by the Contractor at the end of the rental period and there is a discrepancy between Category 1 Normal Wear and Tear and Category 2 Cosmetic Damages (i.e., damage in excess of normal wear and tear), the Contractor 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 Winnipeg Fleet Management Agency (WFMA) investigate the Contractor's claims.

E9.2.3 If the vehicle condition has been determined that damages are beyond the scope of Normal Wear and Tear and not related to vandalism, the City of Winnipeg shall take responsibility of the damages, however, the WFMA has the right to have a third party inspect and estimate vehicle damage repairs. In such cases, the Contractor has the right to have the repairs performed at a vendor of his/her choosing, however, the cost shall not exceed that of the third party estimate. The unit in question shall remain "as is" until the claim has been resolved. The Contractor shall have no claim against the City of Winnipeg for any costs to rectify any wear or damage where the wear or damage was rectified without the consent of the Contract Administrator.

E9.2.4 The City of Winnipeg shall attempt to provide damage reports and details of vehicle damages, however, in no circumstances will the rental period extend past two (2) Business Days from the Notice of Return due to Category 2, Cosmetic Damages. When the City provides damage report(s) and details of vehicle damage, within a reasonable time at the end of the rental period, the City will have the right to request that the Contractor open a claim with MPIC and will pay the applicable deductible upon receipt of MPIC's determination that the City and/or its driver to be at fault.

E9.3 Category 3 – Extensive Damages;

- E9.3.1 Upon the event that a rented vehicle is involved in a collision or sustains extensive damages that renders the unit inoperable, The City shall contact the Contractor as soon as possible with an accident report and details of vehicle damages. At that point, the Contractor shall make arrangements to have the vehicle removed from City property within two (2) Business Days. The Contractor may then perform collision repairs under the terms of the applicable insurance and claims settlement. The City shall be provided with an invoice for the deductible along with a copy of the determination of liability from Manitoba Public Insurance indicating that the driver has been found at fault. Upon receipt of said documents, the City shall remit the applicable deductible to the Contractor.
- E9.3.2 Upon removal of the damaged vehicle from City property, the Contractor shall supply a similar, replacement vehicle at the same rate listed on the Purchase Order.
- E9.3.3 If a replacement vehicle is not available by the Contractor, the City shall attempt to acquire a replacement vehicle from the next lowest bidder as per the procedure stated in E2.1. In addition, if a replacement vehicle is not available by the Contractor, in no circumstances will the rental period for the damaged vehicle extend past two (2) Business Days from the date of the accident notification by the City.

E10. TRAFFIC ENFORCEMENT CAMERA VIOLATIONS

- E10.1 Upon receipt of a traffic enforcement camera violation, the Contractor shall be responsible for paying the initial infraction within the time period stated on the offence notice. The vendor shall then forward an invoice to the City including proof of violation of the traffic infraction which shall be paid by the City within thirty (30) calendar days.
- E10.2 Invoices from the Contractor shall be sent to the address stated in D8.1.
- E10.3 In no circumstances will the City be invoiced from the Contractor where a default penalty was added if payment or response was not received by the due date on the offence notice.

E11. CONTRACTOR PERFORMANCE

- E11.1 The WFMA shall be tracking vendor performance for issues including, but not limited to, delivery, conformance to specifications, maintenance and repairs, invoicing, collision repairs, wear and tear discrepancies, etc. The WFMA shall retain records of the Contractor's historical performance for consideration on future rental vehicle Contracts.