



THE CITY OF WINNIPEG

TENDER

TENDER NO. 1171-2019

LEASE OF FIRE PUMPER APPARATUS

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 LEASE OF FIRE PUMPER APPARATUS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, December 5, 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 D4.1.

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;
- (c) Form N: Detailed Specifications.

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;
- (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) Commercial Emergency Equipment Co-Technical specification provided for use in work.

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) Total 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 Total Bid Price shall be the sum of the quantities multiplied by the term then multiplied by the price per month 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 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 award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B16.

B17.3.1 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 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 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 shall consist of **Lease of Fire Pumper Apparatus** in accordance with Form N: Detailed Specification **19009**.

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 2015 model year or newer equipment shall be accepted.

D2.4 The lease shall be twelve (12) months, commencing approximately February 1, 2020 with the option to mutually extend the Contract by an additional twelve (12) months.

D2.5 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.

D2.6 Changes resulting from such negotiations shall become effective on the anniversary date of the Contract. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.7 The lease agreement shall be terminated at any time at the discretion of the Contract Administrator due to poor equipment performance, poor Contractor performance or continual mechanical breakdowns.

D3. DEFINITIONS

D3.1 When used in this Tender:

- (a) “**Equipment**” or “**Vehicle**” shall be used to describe **Fire Pumper Apparatus** in these Contract Documents.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Kris Overby *CET, BSc*

Winnipeg Fleet Management Agency

Telephone No. 204-770-4638

Email: koverby@winnipeg.ca

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D5.1 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.
- D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D5.3 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.
- D5.4 A Contractor who violates any provision of D4.1 may be determined to be in breach of Contract.

D6. NOTICES

- D6.1 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer.

D7. DATA COLLECTION SHEETS

- D7.1 Upon award of Contract, the Contract Administrator will send the Contractor an electronic copy of Data Collection Sheets.
- D7.2 The sheets shall include:
- (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.
- D7.3 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.
- D7.4 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.

D8. INSPECTION

- D8.1 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.
- D8.1.1 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 Fleet Management Agency.

- D8.1.2 The City may deduct the amount owing, related to subsequent inspections in accordance with D8.1.1, from any payment required to be made by the City to the Contractor.
- D8.2 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.
- D8.3 Notwithstanding Clause D8.1, 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.
- D8.4 Total Performance will not be achieved until successful completion of the inspection process.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

- D9.1 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

D10. COMMENCEMENT

- D10.1 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.
- D10.2 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 D9.

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/her own inventory or in that of an agency that normally supplies parts to the Contractor, for a period of ten (10) years.
- D11.1.1 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 The Contractor shall be responsible for providing operational and mechanical training for City of Winnipeg personnel. The training will be at the Contractor's expense.
- D12.2 The training sessions shall be used for familiarization and orientation of the equipment to the satisfaction of the Winnipeg Fire Paramedic Service Training Academy and the WFPS Mechanical Operations Staff. Training may include power point presentations, classroom training, and "walk around" hands on training. Specifics to the training sessions may vary depending on the equipment and/or goods.
- D12.3 The training shall be divided into two (2) separate sessions, one for operating personnel and one for mechanical personnel. Training sessions should be based on two (2) Business days for operating personnel and two (2) Business days for mechanical personnel.

OPERATOR TRAINING

- D12.4 The Contract Administrator or the Equipment Operator Training Branch will contact the Contractor to organize training.
- D12.5 The training for operating personnel shall include the following:
- (a) Daily pre-trip inspection items and basic operator maintenance requirements;
 - (b) Familiarization of all controls and their functions;
 - (c) New technologies and differences between current models vs. previous models;
 - (d) Basic demonstration of vehicle/equipment operation with all applicable attachments;
 - (e) Inherent operating errors; and
 - (f) Any other training/familiarization requirements that is specific to the unit.
- D12.6 All operator training materials shall be provided to the Winnipeg Fire Paramedic Service Training Academy no later than (4) Calendar weeks prior to delivery of the vehicles, equipment and/or related attachments.

Winnipeg Fire Paramedic Service Training Academy
2546 McPhillips Street
Winnipeg, Manitoba
Office- (204).986.8398
Fax- (204).986.4266

MECHANICAL TRAINING

- D12.7 The Winnipeg Fire Paramedic Service will contact the Contractor to arrange mechanical equipment training and familiarization.
- D12.8 The training for mechanical personnel shall include the following:
- (a) Product knowledge trainer with at least one year repair and service experience on the equipment as stated in Form N:Specifications;
 - (b) All Preventative Maintenance Service Points and adjustments required while in service;
 - (c) All diagnostic port locations and basic operations; and
 - (d) Safe movement of the equipment (including lift and or tow points).
- D12.9 All mechanical training materials including service and parts manuals (paper or electronic versions) shall be provided no later than (4) calendar weeks prior to delivery of the vehicles, equipment and/or related attachments to the attention of the Contract Administrator identified in D4.
- D12.10 Facility Locations and hours are as follows:

EMSB 2546 McPhillips, Winnipeg, Mb Canada R2P2T2

Hours: Mon-Fri 07:30-16:00

MEASUREMENT AND PAYMENT

D13. RECORDS

- D13.1 The Contractor shall keep detailed records of each piece of equipment supplied under the Contract.
- D13.2 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.
- D13.3 The Contractor shall provide the Contract Administrator with a copy of the records for each piece of equipment at the time of delivery.

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
- D14.1.1 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 (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.
- D14.3 The City will bear no responsibility for delays in approval of invoices that are improperly submitted.

D14.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B7.**

D14.5 The Contractor shall provide no more than one (1) invoice per month per vehicle/unit regardless of the lease period.

Further to D14.4 and D14.7, the following example is provided to indicate invoicing for "Monthly Rate" equipment: (Applicable taxes extra).

Example: Item 1 - Fire Pumper Apparatus
Unit Price - \$12,000.00 per Month
Lease Period - January 1 – April 30, 2020
Months Leased - 4 months

Invoice 1

- Dated February 1, 2020
- 12,000.00 x 1 = \$12,000.00

Invoice 2

- Dated March 1, 2020
- 12,000.00 x 1 = \$12,000.00

Invoice 3

- Dated April 1, 2020
- 12,000.00 x 1 = \$12,000.00

Invoice 4

- Dated May 1, 2020
- (12,000.00) x 1 = \$12,000.00

Payment

D14.6 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contract's invoice.

D14.7 Further to D14.6, Lease 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 lease 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.

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 The Contractor shall have the sole warranty responsibility of all apparatus components. The warranty on the complete vehicle shall include 100% replacement parts and labour at no cost to the City and shall cover the complete equipment and all parts thereof against defects of workmanship, construction and materials for two (2) years from the date the equipment is put into service by the City of Winnipeg.

- D15.3 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.
- D15.4 The term "repeated failures" as determined by the Chief or designate, as used herein is defined to mean that the same component, subassembly, or assembly develops repeated defects, breakdowns and/or malfunctions rendering the vehicle inoperative, or requiring repeated shop correction, service and/or replacement during the warranty period applicable for said component, subassembly, or assembly. Minor items or ordinary service adjustments are not included, or considered under the scope of "repeated failures", as well as other factors, such as operational damage due to accidents, misuse or lack of proper maintenance, service and lubrication attention by not following the manufacturer's preventative maintenance schedule.
- D15.5 The Contractor shall have a dedicated person allocated and available 24/7 to receive phone calls and determine, co-ordinate, schedule and have the ability to authorize all warranty related issues which arise during the warranty period.
- D15.6 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.
- D15.7 If the Contractor is unable to perform on-site warranty services, the City of Winnipeg will provide the service at a rate of \$109.00/hour during normal City of Winnipeg Fire Paramedic Service business hours or \$154.00/hour for after-hours callouts, which shall be billed to the Contractor over and above the warranty related costs.
- D15.8 Further to C11 and D15.1, the Contractor shall assign to the City all warranty rights related to parts or components supplied or manufactured by Sub-contract pursuant to this Contract.
- D15.9 The Contractor shall provide evidence of the assignment of warranty rights prior to commencing any Work, in accordance with D9.2
- D15.10 Further to these Warranty provisions do not relieve the Contractor of Warranty obligations, pursuant to this Contract, that are not assigned.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

E1.1 These Specifications shall apply to the Work.

E2. DECALS

E2.1 The City shall require corporate logos/decals on fire pumper apparatus throughout this Contract. The Winnipeg Fire and Paramedic Service (WFPS) shall be responsible for decal installation at the commencement of the lease and removal of decals upon completion of the lease term.

E3. COLLISION REPAIRS

E3.1 The Contractor shall perform collision repairs at the Contractors Facility, at a location within 10 km of the City of Winnipeg limits under the terms of the applicable insurance and claims settlement.

E3.2 At its discretion, the City may address minor collisions and repairs at its own accord for damages totalling less than \$1000.00.

E4. WEAR AND TEAR

E4.1 When units are returned to the Contractor under this Contract, 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 two way mobile radios, warning beacons and decaling.

E4.2 The City of Winnipeg shall not be charged for normal wear and tear of cargo box liners; normal wear and tear shall include, but not be limited to, abrasions, scuffs and small cuts in the cargo box liner.

E4.3 When a unit or units supplied under this Contract are returned to the Contractor and the units have wear or 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. The WFMA has the right to have a third party inspect and estimate vehicle damages. In such cases, the Contractor has the right to have the repairs performed at a Contractor of his/her choosing, however, the cost shall not exceed that of the third party estimate. The unit or units 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.

E5. CONTRACTOR PERFORMANCE

E5.1 The WFMA shall be tracking Contractor 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 lease vehicle Contracts.