

PART D

SUPPLEMENTAL CONDITIONS

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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.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions, and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of the Supply and Delivery of 100 Foot, Rescue Ladder Platform Fire Truck as per the attached Detailed Specifications 03042.
- 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 Detailed Specifications.
- D2.3 Unless specifically stated otherwise in the Detailed Specifications, only new, unused equipment of current manufacture shall be accepted.

D3. DEFINITIONS

- D3.1 When used in this Tender Package:
- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
 - (b) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" means the time and date set out in the Bidding Procedures for final receipt of Bids;
 - (c) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
 - (d) "**Equipment**" or "**Vehicle**" shall be used to describe 100' Rescue Ladder Platform, attachments and associated equipment in these Contract Documents

D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:
- D4.2 Mr. Wayne Williams 1-(204) 986-5328
Coordinator, Life Cycle Cost Management (LCCM) Services
770 Ross Avenue, Winnipeg MB R3E 1C6
Telephone No. (204) 986-5328
Facsimile No. (204) 986-3773

D4.3 General and technical enquiries shall be directed to:

Mr. Gary McCallum
Equipment Specifications Technologist
770 Ross Avenue, Winnipeg MB R3E 1C6

Telephone No. (204) 986-5330

Facsimile No. (204) 986-3773

D5. NOTICES

D5.1 GC.7.05 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

D5.2 GC.7.05 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.

D5.3 Further to GC.7.05, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.4, D5.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.

D5.4 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg
Chief Administrative Officer Secretariat
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: (204) 949-1174

D5.5 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

Facsimile No.: (204) 947-9155

D6. DELIVERY

D6.1 The equipment shall be serviced, ready for operation and delivered F.O.B., freight prepaid, destination City of Winnipeg. Exact address for delivery to be provided by the Contract Administrator prior to Delivery. The equipment shall be delivered complete and ready for operation within **ten (10) months** following notification of award of tender. The Contractor shall give forty eight (48) hours notice to the Contract Administrator prior to delivery of the equipment.

D6.2 The Contractor shall fax all vehicle serial numbers, hours/mileage to the Contract Administrator within one (1) calendar week prior to delivery.

D6.3 A pre-delivery inspection shall be performed by the Contractor on all equipment.

D6.4 The Contractor shall insure the equipment is fully fuelled upon delivery.

D7. PREVENTATIVE MAINTENANCE PROGRAM

D7.1 The Contractor shall provide full details of the Preventative Maintenance (PM) Program specific to the equipment being offered and shall include part numbers on regular maintenance items, filters, oils, belts etc.. The Preventative Maintenance Program shall be submitted within ten (10) Working Days from the date of notification of award of contract.

D7.2 All information, documents or other communications required to be submitted for the Preventative Maintenance Program shall be sent to the following address or facsimile number:

The City of Winnipeg
Fleet Management Agency
770 Ross Avenue
Winnipeg MB R3E 1C6
Attn: Mr. Gary McCallum

Facsimile No.: (204) 986-3773

D8. INSPECTION/S

D8.1 Further to Clause GC.5.03 of the General Conditions, pre-paint and final inspection of the equipment shall be conducted at the manufacturer's plant. The Contractor shall provide transportation and accommodations for up to three (3) inspectors for each and every required visit to the plant until the equipment has been determined to be accepted for delivery. 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 final 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 Further to D8.1, the unit price shown for Item 1 on Form B: Prices shall include the cost for up to three (3) inspections.

D8.2 Upon delivery, 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.

D8.3 Notwithstanding Clause D8.1, where multiple quantities of like equipment is being supplied, the City reserves the right, at its discretion, to waive the requirements 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.

D9. CERTIFICATE OF TOTAL PERFORMANCE

D9.1 A Certificate of Total Performance shall be issued by the Contract Administrator, for the equipment supplied under this Contract, following successful completion of the inspection process for all pieces of equipment in accordance with Section D8. herein.

D9.2 The Certificate of Total Performance shall indicate the date that each piece of equipment has successfully completed the inspection process.

D10. PARTS AVAILABILITY

- D10.1 In order to assure minimum downtime of the equipment, the Contractor shall maintain a stock of all replacement parts in North America, either in his own inventory or in that of an agency that normally supplies parts to the Contractor.
- D10.2 The Contractor shall have an established service location located within 10 Km of the boundaries of the City of Winnipeg.
- D10.3 The Contractor's Winnipeg dealer/representative shall stock parts required for regular servicing, as outlined in the manufacturers service and maintenance manual.
- D10.4 Major components shall be made available in Winnipeg by the Contractor within four (4) Working Days upon request by the City of Winnipeg.

D11. INVOICES

- D11.1 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
Fleet Management Agency
770 Ross Avenue
Winnipeg MB R3E 1C6
Attn: Coordinator, Life Cycle Cost Management (LCCM) Services

- 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;
 - (e) the amount payable with GST and PST shown as separate amounts; and
 - (f) the Contractor's GST registration number.
- D11.3 The City will bear no responsibility for delays in approval of invoices that are improperly submitted.

D12. PAYMENT

- D12.1 Further to GC.9.03, payment shall be issued in Canadian funds net thirty (30) Calendar Days after the date of the Certificate of Total Performance.

D13. WARRANTY

- D13.1 Notwithstanding GC.10.01 and GC.10.02, 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. The warranty requirements shall be as described in Detailed Specification 03042, parts and labour inclusive, unlimited mileage or operating hours, bumper to bumper on the complete 100 Foot Rescue Ladder Platform Fire Truck and attachments.

- D13.2 Notwithstanding GC.10.01, GC.10.02, if any law of Manitoba or of the jurisdiction in which the Work was manufactured requires, or if the manufacturer provides, a longer warranty period or a warranty that is more extensive in its nature, then the provisions of such law or Manufacturer's warranty shall apply.
- D13.3 All incidental warranty related costs (including, but not limited to, Contractor's travel, mileage, deductibles, etc.) in executing any part of the warranty shall be the sole responsibility of the Contractor.
- D13.4 For the purpose of warranty repairs, the Bidder shall have an authorized service facility located within 10 km of the boundaries of the City of Winnipeg. The facility, or a portion thereof, shall be dedicated to the service and maintenance of the type equipment being offered. Further to B9.1, Bidders shall provide a description of the service facility including, but not limited to, number of qualified service staff, years of service experience, and general service capabilities within three (3) Business Days upon request of the Contract Administrator.
- D13.5 If a suitable warranty facility is not available within 10 km of the boundaries of the City of Winnipeg, the Bidder may propose that warranty work be performed by the City of Winnipeg Fire Paramedic Service Repair Facility. Any Work performed by the City of Winnipeg Fire Paramedic Service Repair Facility shall be charged to the Contractor at the Facility's shop rate in effect at the time the Work is performed (for example, shop rate for 2004: up to \$75.00/hour).

D14 PERFORMANCE RELIABILITY

- D14.1 The responsibility for the design of the complete equipment, its performance and reliability shall rest upon the Contractor.
- D14.2 The term "repeated failures" as used herein is defined to mean that the same component, subassembly, or assembly develops repeated defects, breakdowns and/or malfunctions rendering the equipment inoperative, or requiring repeated shop correction, service and/or replacement during the warranty period applicable for said component, subassembly, or assembly. 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.
- D14.3 Where the equipment develops "repeated failures" in service, the Contractor shall make any necessary engineering changes, repairs, alterations or modifications in order to guarantee reliability of performance.