



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 269-2005

LEASE OF AN ASPHALT PAVER

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PART B

BIDDING PROCEDURES

PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

B1.1 Lease of an Asphalt Paver.

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 PM Winnipeg time, May 25, 2005.

B2.2 Bid Submissions determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned unopened.

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 0.

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to, or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to, or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. ADDENDA

B4.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B4.2 The Contract Administrator will issue each addendum to all Bidders at least three (3) Business Days prior to the Submission Deadline, or provide at least three (3) Business Days by extending the Submission Deadline.

B4.2.1 Addenda will be available in Adobe Acrobat (pdf) format on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.

B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division internet site for addenda shortly before submitting his Bid.

B4.2.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B5. SUBSTITUTES

- B5.1 The Work is based on the materials, equipment, methods and products specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B5.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may at his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B5.6 The Contract Administrator will provide a response in writing, at least three (3) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, the Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, the Bidder shall base his Unit Price upon the specified item but may indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B13.
- B5.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B5.10 Notwithstanding B5.2 to B5.9, deviations in accordance with Clause 4.1 of the Detailed Specifications shall be evaluated in accordance with B13.1(a).

B6. BID SUBMISSION

B6.1 The Bid Submission consists of the following components:

- (a) Form A: Bid;
- (b) Form B: Prices;
- (c) Form N: Detailed Specifications 05021;
- (d) Form O: Questionnaire.

B6.2 All components of the Bid Submission 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 in ink, to constitute a responsive Bid.

B6.2.1 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.

B6.2.2 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B6.3 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.

B6.4 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.

B6.4.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B6.5 Bid Submissions submitted by internet electronic mail (e-mail) will not be accepted

B7. BID

B7.1 The Bidder shall complete Form A: Bid, making all required entries.

B7.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with 2.

- B7.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B7.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
- (e) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
 - (f) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (g) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
 - (h) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B7.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.
- B7.4.2 All signatures shall be original.
- B7.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid Submission and the Contract, when awarded, shall be both joint and several.

B8. PRICES

- B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B8.1.1 Prices on Form B: Prices shall include:
- (a) duty;
 - (b) freight and cartage;
 - (c) tire tax, weight tax, air conditioning tax, Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
 - (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.
- B8.3 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B8.4 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9. QUALIFICATION

- B9.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;

- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;
- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work; and
- (f) employ only Subcontractors who have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, or who are fully capable of performing the Work required to be done in accordance with the terms of the Contract.

- B9.2 For the purpose of warranty and maintenance 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. Upon request of the Contract Administrator, 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. A description of the service facility shall be provided within three (3) Business Days upon request by the Contract Administrator.
- B9.3 The Bidder shall be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B9.4 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B10. OPENING OF BIDS AND RELEASE OF INFORMATION

- B10.1 Bid Submissions will not be opened publicly.
- B10.2 Within two (2) Business Day following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available in Adobe Acrobat (pdf) format on the Closed Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.
- B10.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.
- B10.4 The Bidder is advised that any information contained in any Bid Submission may be released if required by City policy or procedures, or by other authorities having jurisdiction.

B11. IRREVOCABLE BID

- B11.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B11.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B12. WITHDRAWAL OF BIDS

- B12.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B12.1.1 Notwithstanding GC.7.05(2), the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B12.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B12.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:
- (a) retain the Bid Submission until after the Submission Deadline has elapsed;
 - (b) open the Bid Submission to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in 0(b), declare the Bid withdrawn.
- B12.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in 0 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Award Authority considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B13. EVALUATION OF BIDS

- B13.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity and degree of compliance with specifications or acceptable deviation therefrom;
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9;
 - (c) Total bid price;
 - (d) Economic analysis of any approved alternative pursuant to B5.
- B13.2 Further to (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 if the interests of the City so require.
- B13.3 Further to (b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid Submission or in other information required to be submitted, that he is responsible and qualified.
- B13.4 Further to (c), the Total Bid Price shall be the sum of the Extended Amounts for each item shown on Form B: Prices.
- B13.5 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the extended amounts, the unit price per month per vehicle multiplied by the quantity of vehicles multiplied by the term of lease shall take precedence.
- B13.6 For the purpose of evaluating a Bid, the Bidder may be requested to supply a demonstration piece of equipment for test if the City deems it appropriate. The demonstration piece of

equipment shall be available, in Winnipeg, not more than twenty (20) calendar days following a written request by the Contract Administrator.

B13.7 This Contract will be awarded as a whole.

B14. AWARD OF CONTRACT

B14.1 The Award Authority will give notice of the award of the Contract or will give notice that no award will be made.

B14.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B14.2.1 Without limiting the generality of 0, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B14.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.

B14.4 Notwithstanding GC.3.01 and GC.3.02, the City will issue a Purchase Order to the Successful Bidder in lieu of the execution of a Contract. The Purchase Order will indicate the Items and quantities required by the City. If the quantities significantly exceed the approximate quantities in Form B: Prices and the Successful Bidder is unable to supply any portion or portions of said excess quantities, then the City may, in its sole discretion issue a Purchase Order to the second lowest responsive responsible Bidder for the such portion or portions of the excess quantities that the Successful Bidder is unable to supply. If the additional quantity is significantly less than the approximate quantities in Form B: Prices the Bidder will be allowed to decline without penalty.

B14.5 The Contract Documents, as defined in GC.1.01(7), 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 accompanied with said Purchase Order.

PART C
GENERAL CONDITIONS

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

- C1.1 The *General Conditions for the Supply and Delivery of Goods* (Form 21: 88 03) are applicable to the Work of the Contract.
- C1.2 The *General Conditions for the Supply and Delivery of Goods* are available in Adobe Acrobat (.pdf) format on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.

PART D

SUPPLEMENTAL CONDITIONS

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.
- 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".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.5 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of the Lease of an Asphalt Paver as per the attached Detailed Specifications 05021.
- 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.
- D2.4 Further to GC.4.05, if at any time during the 12-month period following the award of the Contract, the City requires additional quantities of the Items, the City may request the Contractor to supply the additional quantities as Extra Work at the unit prices set out in the Contract. The Contractor may decline to supply the additional quantities without penalty.

D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
- (a) "**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 **"Vehicles"** shall be used to describe street asphalt pavers, attachments and associated equipment in these Contract Documents.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Mr. Real Pelletier
Co-ordinator LCCM
770 Ross Avenue, Winnipeg MB R3E 1C6
Telephone No. (204) 986-5328
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 0, 0 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. LIQUIDATED DAMAGES

- D6.1 If the Contractor fails to achieve delivery of the equipment within the time specified herein, the Contractor shall pay the City \$800.00 per Calendar Day per vehicle for each and every Calendar Day until the equipment has been delivered.
- D6.2 The amount specified for liquidated damages in D6.1 is based on a genuine pre-estimate of the City's losses in the event that the Contractor does not supply the equipment by the day fixed herein for same.
- D6.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D7. LICENSING AND INSURANCE

- D7.1 The City shall provide and pay for vehicle licensing and registration and at least the minimum applicable Autopac insurance coverage.
- D7.2 The City will provide its own Third Party Liability insurance excessive of the basic Autopac coverage. Evidence of such coverage will be provided by the Contract Administrator upon request.
- D7.3 If a vehicle supplied under the Contract is involved in an incident, any claims will be processed by the Claims and Insurance Branch of the City Finance Department.

D8. LEASE PERIOD

- D8.1 The Lease Period shall be twenty-nine (29) months, between the dates of June 1 – October 31, 2005. Also the equipment shall be leased to the City from May 1 to October 31 each year between the years of 2006-2009. Notwithstanding Section D10. DELIVERY, the equipment shall be picked-up by the Contractor and removed from City property on November 1 each year between the years of 2005-2009. Similarly, the equipment shall be delivered to the City each year on June 1, 2005 and May 1 2006-2009.
- D8..1.1 If pick-up and delivery days fall on a weekend, the equipment shall be picked-up or delivered by the Contractor on the following business day.

D9. USER DEPARTMENT

- D9.1 While it is the intent of the City that the vehicles supplied under this Contract will be used by the Public Works Department, the City reserves the right to reassign any or all units to other City Departments on occasion.

D10. DELIVERY

- D10.1 The equipment shall be serviced, ready for operation and delivered F.O.B. with the freight prepaid to the Fleet Management Agency, Equipment Inspections Office, 770 Ross Avenue, Winnipeg, Manitoba on or shortly before the Lease Commencement Date specified in Section D8.1. The Contractor shall contact the Contract Administrator (tel: 204-986-5328) prior to delivery of the equipment.
- D10.2 The Contractor shall perform a pre-delivery inspection on all equipment supplied.

D11. INSPECTION

- D11.1 Further to Clause GC.5.03 of the General Conditions, final inspection of the equipment shall be conducted as promptly as practical. 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.
- D11.2 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.
- D11.3 Notwithstanding Clause D11.1, where multiple quantity 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.

D12. CERTIFICATE OF INSPECTION

- D12.1 A Certificate of Inspection shall be issued by the Contract Administrator, for the equipment leased under this Contract, following successful completion of the inspection process for all pieces of equipment in accordance with Section D11. herein.
- D12.2 The Certificate of Inspection shall indicate the date that each piece of equipment has successfully completed the inspection process.

D13. PARTS AVAILABILITY

- D13.1 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.
- D13.2 Parts shall be made available in Winnipeg by the Contractor within forty-eight (48) hours upon request by the City of Winnipeg. Failure to provide parts to the City of Winnipeg within forty-eight (48) hours upon request shall result in a penalty of \$800.00 per business day until the part are made available.

D14. INVOICES AND PAYMENT

- D14.1 Monthly rental payments will be net, paid at the beginning of each month. All payments will be made in Canadian funds at par in Winnipeg, Manitoba, and no interest will be allowed on any payments. All charges for duty, freight and other charges, governmental or otherwise, but not including Manitoba Retail Sales Tax and the Goods & Services Tax, shall be included in the leased prices.
- D14.2 The Contractor shall submit accurate monthly invoices for the lease for each piece of equipment specified in the Contract to:

The City of Winnipeg
Fleet Management Agency
770 Ross Avenue
Winnipeg MB R3E 1C6
Attn: Supervisor of Equipment Supply

- D14.1.1 Invoicing shall be in triplicate.

D14.2 For lease periods of less than one month, the monthly lease payment shall be pro-rated on the basis of a 30-day month.

D14.3 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 (first invoices only);
- (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.

D14.4 The City will bear no responsibility for delays in approval of invoices that are improperly submitted.

D15. WEAR AND TEAR

D15.1 When the units leased under this Contract are returned to the Contractor, the Contractor shall note that the City shall not be charged for normal wear and tear including, but not limited to, small chassis and body scratches (interior and exterior) and dents, paint discolouration, stone chips as well as minor repairs that may be necessary incidental to installation and removal of two way mobile radios.

D15.2 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 successful bidder shall contact the Contract Administrator. Details of the vehicle wear or damage shall be provided to the Contract Administrator who shall investigate or shall cause to have the Fleet Management Agency investigate the Contractor's claims. The unit or units in question shall remain "as is" until the claim has been resolved. The Contract Administrator shall have the final decision in disputes regarding damage claims. The Contractor shall have no claim against the City for any costs to rectify any wear or damage where the wear or damage was rectified without the consent of the Contract Administrator.