



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 852-2009

LEASE OF VEHICLES FOR 2010 (DAILY, WEEKLY, MONTHLY)

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 LEASE OF VEHICLES FOR 2010 (DAILY, WEEKLY, MONTHLY)

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, January 12, 2010.

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 Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. ADDENDA

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

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

B4.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B5. SUBSTITUTES

- B5.1 The Work is based on the materials, equipment, methods and products specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B5.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 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”, any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with 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, and in accordance with B6.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B13.1(a)

B6. BID SUBMISSION

- B6.1 The Bid shall consist of the following components:

- (a) Form A: Bid;
 - (b) Form B: Prices.
- B6.2 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.
- B6.3 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, to constitute a responsive Bid.
- B6.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.5 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 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
- B6.5.1 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 Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B6.6 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B13.1(a).
- B6.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.
- B6.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.
- B7. BID**
- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

- B7.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B7.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B7.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B8. PRICES

- B8.1 The Bidder shall state a price in Canadian funds for each item of the Work bid identified on Form B: Prices.
- B8.1.1 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.
- B8.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B8.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9. 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, 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.
- B9.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information

Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

- B9.3 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).
- B9.4 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.
- B9.5 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.

B10. OPENING OF BIDS AND RELEASE OF INFORMATION

- B10.1 Bids will not be opened publicly.
- B10.2 Following the Submission Deadline, the names of the Bidders and their 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>
- 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 (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>
- B10.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

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 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.
- 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 will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
 - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B12.1.3(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 B11.2 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.

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, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
 - (c) Unit Price;
 - (d) economic analysis of any approved alternative pursuant to B5.
 - (e) costs to the City of administering multiple contracts.
- B13.2 Further to B13.1(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.
- B13.3 Further to B13.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.
- B13.4 Further to B13.1(c), the Unit Price shall be the unit price for each item shown on Form B: Prices. The City of Winnipeg will consider the "extra charge per km in excess of 100 km per day" bid on Form B: Prices. The extra charge will be considered at the time of order when ordering vehicles that are projected to have historically higher.
- B13.5 This Contract may be awarded by item.
- B13.5.1 The City shall not be obligated to award any item to the responsible Bidder submitting the lowest evaluated responsive Bid for that item and shall have the right to choose the alternative which is in its best interests.
- B13.6 Bidders are not required to bid on all items.
- ### **B14. AWARD OF CONTRACT**
- B14.1 The City 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 B14.2, 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.

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, in accordance with B13.

B14.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.

B14.4 Notwithstanding C4 and Paragraph 6 of Form A:Bid, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B14.5 The Contract Documents, 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 and Delivery of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply and Delivery of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for the Supply 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 the lease of vehicles on a daily, weekly and monthly basis for the period starting January 1, 2010 until December 31, 2010.

D2.2 The purpose is to establish prices on a daily, weekly and monthly basis for the lease of automobiles, pick-up trucks, vans, stake body and dump body trucks. The vehicles will be leased on an "as required" basis, where and when available.

D2.3 When a vehicle or vehicles are required, the City shall telephone the low Bidder for that class and order the vehicle(s) required. Should the vehicle(s) not be available when required, the City shall go to the second low Bidder, etc., until the vehicle(s) are obtained. The order will be confirmed by the issuance of a purchase order.

D2.4 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.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:
Réal Pelletier
Winnipeg Fleet Management Agency
770 Ross Avenue, Winnipeg MB R3E 1C6
Telephone No. (204) 986-5328
Facsimile No. (204) 986-3773

D4. NOTICES

D4.1 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg
Chief Financial Officer
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174

SUBMISSIONS

D5. AUTHORITY TO CARRY ON BUSINESS

D5.1 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

D6. COMMENCEMENT

D6.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.

D6.2 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 D5.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D7. DELIVERY

D7.1 The Contractor shall arrange for the vehicles to be serviced, ready for operation, fully fuelled, licensed and insured (where applicable) and delivered F.O.B. with the freight prepaid to the City of Winnipeg, Winnipeg Fleet Management Agency Office, 185 Tecumseh Street, Winnipeg, Manitoba no later than 9:00 am of the lease commencement date. The Contractor shall contact the Winnipeg Fleet Management Agency's Maintenance System Analyst at (204) 986-8370 prior to delivery of the equipment or vehicles.

D7.1.1 If a vehicle is delivered after 9:00 am of the lease commencement date, the first billing date shall be considered to be the next Business Day.

D7.2 The Contractor shall arrange for Pre-Delivery Inspections prior to delivery of the vehicle(s).

D7.3 The Contractor shall fax all vehicle serial numbers, hours/mileage to the Maintenance System Analyst at (204) 986-8370 prior to delivery of the vehicles.

D8. ORDERS

D8.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

D9. RECORDS

D9.1 The Contractor shall keep detailed records of the goods supplied under the Contract.

D9.2 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); and
- (d) description and quantity of goods supplied.
- (e) A detailed record of wear or damage to the vehicle at the time of delivery;
- (f) maintenance records, specifically next service due dates and mileage as per the manufacturer's maintenance and repair schedules.

D9.3 The Contractor shall provide the Contract Administrator with a copy of the records for each vehicle at the time of delivery.

MEASUREMENT AND PAYMENT

D10. INVOICES

D10.1 Further to C10, the Contractor shall submit an accurate invoice or invoices 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

D10.2 Invoices must clearly indicate, as a minimum:

- (a) the City's order (Purchase Order or Standing Purchase Order Release Authorization) number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of goods delivered;
- (e) the amount payable with GST and PST shown as separate amounts;
- (f) the Contractor's GST registration number;
- (g) the City Unit Number (to be provided by WFMA at the time of order).

D10.3 The City will bear no responsibility for delays in approval of invoices that are improperly submitted.

D10.4 The Contractor shall provide no more than one (1) invoice per month per vehicle regardless of the lease period.

D10.4.1 Further to D10.4 and D11.2, the following example is provided to indicate invoicing for "Daily Rate" vehicles: (Applicable taxes extra).

Example:	Item 73	- ¾ Ton, Extended Cab Pick-Up Truck – 4WD
	Unit Price	- \$70.00 per Day
	Lease Period	- February 27 – March 4, 2010
	Days Leased	- 6

Invoice 1

- Dated March 1, 2010
- $70.00 \times 2 = \$140.00$

Invoice 2

- Dated March 5, 2010
- $70.00 \times 4 = \$280.00$

D10.4.2 Further to D7.4 and D8.2, the following example is provided to indicate invoicing for "Weekly Rate" vehicles: (Applicable taxes extra).

Example:	Item 74	- ¾ Ton, Extended Cab Pick-Up Truck – 4WD
	Unit Price	- \$400.00 per Week
	Lease Period	- May 22 – June 16, 2010
	Weeks Leased	- 3-weeks, 4-days

Invoice 1

- Dated June 1, 2010
- $(400.00 \times 1) + [(400 \div 7) \times 2] = \514.29

Invoice 2

- Dated June 17, 2010
- $(400.00 \times 2) + [(400 \div 7) \times 2] = \914.29

D10.4.3 Further to D10.4 and D11.2, the following example is provided to indicate invoicing for "Monthly Rate" vehicles: (Applicable taxes extra).

Example:	Item 75	- ¾ Ton, Extended Cab Pick-Up Truck – 4WD
	Unit Price	- \$1200.00 per Month
	Lease Period	- May 11 – September 16, 2010
	Months Leased	- 4-months, 5-days

Invoice 1

- Dated June 1, 2010
- $(1200.00 \div 30) \times 20 = \800.00

Invoice 2

- Dated July 1, 2010
- $1200.00 \times 1 = \$1200.00$

Invoice 3

- Dated August 1, 2010
- $1200.00 \times 1 = \$1200.00$

Invoice 4

- Dated September 1, 2010
- $1200.00 \times 1 = \$1200.00$

Invoice 5

- Dated September 17, 2010
- $(1200.00 \div 30) \times 16 = \640.00

D11. PAYMENT

D11.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D11.2 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 vehicle by the City of Winnipeg as specified. A portion of a weekly and monthly rental shall be pro-rated based upon a seven (7) day week and a thirty (30) day month. All payments shall 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 and Services Tax shall be included in the leased price.

D11.3 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

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 telephone the low 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. The order will be confirmed by the issuance of a Purchase Order.

E2.2 When ordering vehicles, the City of Winnipeg shall attempt to provide sufficient notice to allow the Bidder to make such arrangements as may be required,

- (a) daily lease – notice shall be a minimum of one (1) Business day;
- (b) weekly lease – notice shall be a minimum of five (5) Business days;
- (c) monthly lease – notice shall be a minimum of five (5) Business days;

E3. MINIMUM VEHICLE SPECIFICATIONS

E3.1 Vehicles supplied under Items 1-88 of this contract shall be of current or previous model year and shall be equipped with all components, features and accessories normally provided as standard for the model supplied. Vehicles supplied under Items 89-112 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) spare tire and jack;
- (e) white colour vehicles are preferred, however, all vehicle colours will be acceptable with the exception of red colour vehicles which shall not be accepted.
- (f) two (2) sets of ignition and door keys;
- (g) window sticker located on the inside, top-left corner of the window stating km of next service due; and
- (h) a current Manitoba Safety Inspection (MGI) sticker (10,000 lbs. GVWR vehicles and over).

E4. LICENSING AND INSURANCE

E4.1 For vehicles leased for a period of less than six (6) months, the Contractor shall provide and pay for vehicle licensing and registration and at least the following minimum Autopac insurance coverage:

Basic Insurance

Third Party Liability
Vehicle Damage Deductible

Business Purpose

\$ 200,000.⁰⁰
\$ 500.⁰⁰

- E4.1.1 Originals of the licensing and insurance documents shall be provided with each vehicle at the time of delivery. Photocopies shall not be acceptable.
- E4.2 The City of Winnipeg shall provide and pay for vehicle licensing and registration and at least the minimum applicable Autopac insurance coverage for all vehicles leased for a period in excess of six (6) months.
- E4.3 The City of Winnipeg will provide its own Third Party Liability insurance in excess of the basic Autopac coverage for all vehicles leased from this Bid Opportunity. Evidence of such coverage will be provided upon request.
- E4.4 Should a vehicle leased under the Contract be involved in an incident, the City of Winnipeg, Claims and Insurance Branch will process all claims.

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 leases under this contract, the City of Winnipeg shall make every effort to establish the length of lease period when placing an order with the Bidder, however, the City of Winnipeg reserves the right to return vehicles prior to the lease 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 a telephone call as follows:
- (a) daily lease – minimum of one (1) Business Day;
 - (b) weekly lease – minimum of two (2) Business Days; and
 - (c) monthly lease – minimum of two (2) Business Days;

E7. REPLACEMENT VEHICLES

- E7.1 If a vehicle is unavailable for use by the City of Winnipeg, due to maintenance or mechanical repairs and including warranty repair work, for a period exceeding one (1) Business day, the Contractor shall provide a replacement vehicle(s) comparable to the leased vehicle at no additional cost to the City of Winnipeg.

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.

E9. COLLISION REPAIRS

E9.1 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.

E10. WEAR AND TEAR

E10.1 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.

E10.2 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.

E10.3 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 vendor 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.

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 leased vehicle contracts.