



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 415-2011

SUPPLY & DELIVERY OF MID-SIZE POLICE SEDANS

TABLE OF CONTENTS

PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	3
Form N: Detailed Specifications 11090	4
Form O-Preventative Maintenance Schedule	7
Form P-Data Collection Sheet for W.F.M.A	10
Form Q-Sustainability Questionnaire	17

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Addenda	1
B5. Substitutes	2
B6. Bid Submission	2
B7. Bid	3
B8. Prices	4
B9. Preventative Maintenance Schedule	4
B10. Data Collection Sheets	5
B11. Sustainability Questionnaire	5
B12. Qualification	5
B13. Opening of Bids and Release of Information	6
B14. Irrevocable Bid	6
B15. Withdrawal of Bids	6
B16. Evaluation of Bids	7
B17. Award of Contract	7

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	1
D4. Contract Administrator	1
D5. Notices	1
D6. Preventative Maintenance Program and Data Collection Sheets	2
D7. Inspection	2

Submissions

D8. Authority to Carry on Business	3
------------------------------------	---

Schedule of Work

D9. Commencement	3
D10. Liquidated Damages	3
D11. Parts Availability	3

Measurement and Payment

D12. Payment	4
D13. Invoices	4

Warranty

D14. Warranty	5
---------------	---

FORM A: BID
(See B7)

1. Contract Title SUPPLY & DELIVERY OF MID-SIZE POLICE SEDANS

2. Bidder

Name of Bidder

Usual Business Name of Bidder as it appears on Invoice (if different from above)

Street

City

Province

Postal Code

(Mailing address if different)

Facsimile Number

Street or P.O. Box

City

Province

Postal Code

GST Registration Number (if applicable)

(Choose one)

The Bidder is:

a sole proprietor

a partnership

a corporation

carrying on business under the above name.

3. Contact Person

The Bidder hereby authorizes the following contact person to represent the Bidder for purposes of the Bid.

Contact Person

Title

Telephone Number

Facsimile Number

Email Address

4. Definitions

All capitalized terms used in the Contract shall have the meanings ascribed to them in the General Conditions and D3.

5. Offer The Bidder hereby offers to perform the Work in accordance with the Contract for the price(s), in Canadian funds, set out on Form B: Prices, appended hereto.

6. Commencement of the Work The Bidder agrees that no Work shall commence until he is in receipt of a notice of award from the Award Authority authorizing the commencement of the Work.

7. Contract The Bidder agrees that the Bid Opportunity in its entirety shall be deemed to be incorporated in and to form a part of this offer notwithstanding that not all parts thereof are necessarily attached to or accompany this Bid.

8. Addenda The Bidder certifies that the following addenda have been received and agrees that they shall be deemed to form a part of the Contract:

No.	_____	Dated	_____
	_____		_____
	_____		_____

9. Time This offer shall be open for acceptance, binding and irrevocable for a period of sixty (60) Calendar Days following the Submission Deadline.

10. Signatures The Bidder or the Bidder's authorized official or officials have signed this _____ day of _____, 20____.

Signature of Bidder or
Bidder's Authorized Official or Officials

(Print here name and official capacity of individual whose signature appears above)

(Print here name and official capacity of individual whose signature appears above)

FORM B: PRICES
(See B8)

SUPPLY & DELIVERY OF MID-SIZE POLICE SEDANS

UNIT PRICES

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX QTY	UNIT PRICE
1.	4-Door, Mid-Size Police Sedan	11090	Each	11	\$ _____
2.	Powertrain Control/Emissions Diagnosis Manual	11090	Each	1	\$ _____
3.	Electrical Diagrams Manual	11090	Each	1	\$ _____
4.	Complete Service Manual	11090	Set	1	\$ _____

Name of Bidder

FORM N: DETAILED SPECIFICATIONS 11090

4-DOOR MID-SIZE POLICE SEDAN



1. INSTRUCTIONS FOR COMPLETION OF SPECIFICATIONS

- 1.1 All items in these specifications must be answered indicating compliance or non-compliance. **Bidders shall state “yes” for compliance or state deviation, or give a reply where requested to do so.** Deviations shall be clearly stated and fully detailed. Alternatives will be considered subject to evaluation.
- 1.2 Each Bidder is required to fill in every blank. **Failure to do so may be used as a basis for rejection of bid.**

2.0 ELIGIBLE MODEL

Chevrolet Impala with Police Package 9C1

ITEM	SPECIFICATION	BIDDER TO STATE “YES” OR STATE DEVIATION
3. Make and model	State year, make and model being bid	_____
4. Wheelbase	110.5 in.	_____
5. Engine	3.6L V6	_____
6. Fuel consumption	State city rating, L/100km	_____
7. Block heater	Required	_____
8. Coolant	Extended Life Coolant, -35°C	_____
9. Cooling	Heavy duty engine, power steering, transmission (7M9, KD1)	_____
10. Battery	720 CCA with rundown protection	_____
11. Transmission	Automatic, 6-speed	_____
11.1 Transmission selector	Column shift	_____
12. Steering	Power	_____
13. Brakes	Power, 4-wheel disk, ABS	_____
14. Wheels	16 in. steel wheels, without locking nuts	_____
15. Tires - front & rear	BSW, V-Rated, state make, model and size	_____
16. Spare wheel & tire	Full-size (N81)	_____
17. Suspension	Heavy duty police (7B3)	_____
18. Headlights	Daytime running lamps	_____
19. Floor covering	Heavy duty vinyl flooring, front and rear	_____
20. Mirrors	Exterior powered and heated (DK2)	_____
21. Windshield	Tinted	_____
22. Windshield wipers	Intermittent	_____

DETAILED SPECIFICATIONS 11090 (continued)

22.1 Wiper blades	Winter blades with heavy duty rubber boot	_____
23. Ignition keys	Four (4) required per vehicle	_____
24. Remote keyless entry	Two (2) required	_____
25. Immobilizer	Factory installed (Passkey III)	_____
26. Air conditioning	Required	_____
27. Tilt steering	Required	_____
28. Cruise control	Required	_____
29. Door locks	Power, with 6N6 rear door locks inoperative	_____
30. Rear door interior handles	6B2, rear door inoperative, doors can be opened only from the outside	_____
31. Windows	Power, with 6N5 rear window switches inoperative	_____
32. Seats - Front	Two (2) bucket seats, 6-way powered, cloth (AR9)	_____
- Rear	Bench, vinyl	_____
33. Rear window defroster	Electric	_____
34. Trunk release	A98, ignition powered trunk release	_____
35. Auxiliary lighting	Front auxiliary dome (6C7)	_____
36. Wiring, grille	6J3, wiring for grille lamps and speaker	_____
37. Wiring, horn/siren	6J4, wiring for horn/siren circuit, in-line connection for customer furnished switch	_____
38. Side mouldings	B86, body colour, installed on all 4-doors	_____
39. Radio	AM-FM with CD player	_____
40. Radio suppression package	Required, (UN9)	_____
41. Air bags, driver and pass.	Front, thorax, and side curtains required	_____
42. Ignition	100 amp main power supply wiring at instrument panel and trunk (6J1)	_____
43. Wiring provisions	Required for headlamp flasher, forward lamp in-line connector, power for flasher, DRL control and flasher on/off control lead to interior compartment	_____
44. Ground stud	Trunk (UT7)	_____
45. Bluetooth® technology	Required for use with cellular phones, "hands-free" capable, voice command activated through vehicle's radio circuit	_____
46. Speedometer	Certified (U2E)	_____
47. License plate bracket, front	Required	_____
48. Fuel tank	Fully fuelled upon delivery	_____
49. Colour - Interior	To match exterior	_____
- Exterior	Manufacturer's standard, colour to be determined at time of order	_____

DETAILED SPECIFICATIONS 11090 (continued)

50. Manuals	The Contractor shall supply the following manuals (in English) upon delivery of the vehicles:	
50.1 Operator's manual	One (1) per vehicle	_____
50.2 Powertrain	Powertrain Control/Emissions Diagnosis, paper Version preferred, quantity as per Form B: Prices	_____
50.3 Electrical Diagrams	Paper version required, quantity as per Form B: Prices	_____
50.4 Complete Service Manual	Paper version preferred, quantity as per Form B: Prices	_____
51. Warranty, entire vehicle	Three (3) years or 60 000 km with the exception of wear items	_____
52. Delivery point	Vehicles shall be serviced, ready for operation and delivered F.O.B. with the freight prepaid, including N.I.V.S. to the Winnipeg Police Garage 55 Princess Street, Winnipeg MB	_____
53. Delivery time	Within 26-calendar weeks from the date of official notification of award of contract. Equipment shall be delivered between 8:00 am and 3:00 pm on Business Days	_____
54. Delivery contact	The Contractor shall contact the Contract Administrator prior to delivery of the equipment	_____
55. PDI	A pre-delivery inspection shall be performed by the Contractor on the equipment. Proof upon inspection including completed check list	_____

FORM O-PREVENTATIVE MAINTENANCE SCHEDULE

Make: _____

Model: _____

Year: _____

Service/Parts Contact info: _____

PM Checklist and Adjustments

Please fill in all applicable areas and add any missing service intervals or component part numbers that are applicable to the supplied unit.

All items required to maintain warranties must be listed.

Description:	Capacity:	Type:	Description:	Capacity:	Type:
Engine Oil	Litres		Transmission	Litres	
Cooling System	Litres		Transfer Case	Litres	
Hydraulic Tank	Litres		Hydraulic System	Litres	
A/C Refrigerant	Lbs	R-134a	Brake Reservoir	Litres	
Fuel System	Litres		Differential (Front)	Litres	
Final Drives	Litres		Differential (Rear)	Litres	

Type of Filter:	OEM:	Wix:	Purolator:	Fram:	Baldwin:	Fleetguard:
Engine Oil						
Air Primary						
Air Secondary						
Primary Fuel						
Secondary Fuel Filter						
Cab Air Filter						
Hydraulic (pressure)						
Hydraulic (return)						
Transmission						
A/C Belt						
Alt Belt						
Water Pump Belt						
Serpentine Belt						

Make _____

Model: _____

Year: _____

Item	Recommended Service Intervals. Kms/Hours	Comments
List any one time services		
List any one time adjustments		
List regular Adjustments		
Initial Oil and Filter Change		
Engine Valve Lash and Fuel Injector, Timing Check.		
Engine Oil and Filter Changes and/or Oil Sample Intervals		
Lubrication Points and Intervals		
Transmission Filter/Screens- Replace/Clean and/or Obtain Oil Sample		
Primary Fuel Filter (Replace)		
Secondary Fuel Filter (Replace)		
Differential Oil Sample (Front)		
Final Drive Oil Sample (front)		
Hydraulic Filter (Replace and Obtain Oil Sample)		
Front Differential Fluid (Change)		
Rear Differential Fluid (Change)		
Differential Vents		
Transmission Oil (Change)		
Clean Transmission Magnetic Screen		

Make _____
 Model: _____
 Year: _____

Item	Recommended Service Intervals Kms/Hours	Comments
Change Final Drive Oil (Front)		
Clean Engine Crankcase Breather		
Hydraulic System Oil (Change)		
Engine Valve Lash and Fuel Inj. Timing (Check)		
Cooling system Water Temperature Regulator (Replace)		
Cooling System Coolant Extender (ELC)-Add		
Cooling System		
Wheel nut Torque and Intervals		
Check wheel Nut torque At Every service interval		
Refrigerant dryer (Replace)		

FORM P-DATA COLLECTION SHEET FOR W.F.M.A

UNIT NUMBER		
--------------------	--	--

ITEMS		DETAILS FROM VENDOR
MAKE/MANUFACTURER	(e.g. Ford, Volvo, etc.)	
MODEL	Enter model (e.g. F-350)	
YEAR	(Enter model year)	
DISCRIPTION/TYPE	(e.g. Truck, snow blower, mower, tractor)	
FUEL TYPE	(e.g. gas, diesel, hybrid, propane)	
RATED FUEL CONSUMPTION	(L/100 km, L/hr, etc.)	
GVWR	(In pounds [lbs.] and kilograms)	
GAWR FRONT		
GAWR REAR		
GCWR		
DIMENSION HEIGHT	(Overall height m)	
DIMENSION LENGTH	(Overall length m)	
DIMENSION WIDTH	(Overall width m)	
WHEELBASE		
DELIVERY DATE	(Confirmed date)	
SUPPLIER/DEALER	(Name, phone number, and contact person)	
ODOMETER/HOUR METER	(Upon delivery)	
V.I.N. NUMBER		
SERIAL NUMBER (if applicable)		
CAB CONFIGURATION	(Regular, Extended, Crew)	
M.G.I NUMBER (if applicable)		
KEY DOOR NUM		
KEY IGNITION NUM		
PAINT CODE	(Exterior colour)	
PAINT COLOUR	(Exterior colour)	
PAINT TRIM CODE	(Interior code #/colour)	
ITEMS	SERVICE ITEMS	DETAILS FROM VENDOR
ENGINE MAKE		
ENGINE MODEL		
ENGINE SERIAL NUMBER		
ENGINE HORSE POWER	(Enter as xxx H.P. @ xxxx RPM)	

ENGINE DISPLACEMENT	(In cubic inches and litres)	
CPL NUMBER		
ENGINE CYLINDERS	(Number of cylinders)	
ENGINE OIL CAPACITY	(Capacity with filter, in litres)	
ENGINE OIL FILTER PART NUMBER	(Number of filters and part numbers)	
ENGINE OIL TYPE	(e.g. 15W40, regular or synthetic)	
ENGINE AIR FILTER (PRI)	(Make, part number, quantity)	
ENGINE AIR FILTER (SEC)	(Make, part number, quantity)	
CAB FILTER	(Part number and location)	
FUEL TANK CAPACITY	(In litres)	
FUEL FILTER # PRIMARY	(Make, part number, and quantity)	
FUEL FILTER # SECONDARY	(Make, part number, and quantity)	
FUEL SEPARATOR	(Make, part number, and quantity)	
COOLANT TYPE	(Heavy-duty, extended life, or regular)	
COOLANT CAPACITY	(In litres)	
COOLANT FILTER NUMBER	(Part number)	
TRANSMISSION		DETAILS FROM VENDOR
TRANSMISSION MAKE	(Enter make & model)	
TRANSMISSION SERIAL NUMBER		
TRANSMISSION TYPE	(Hydrostatic, standard, automatic)	
TRANSMISSION FLUID CAPACITY	(in litres)	
TRANSMISSION FLUID TYPE	(Dextron III, synthetic, weight, etc.)	
TRANSMISSION FILTER(S)	(# of filters and part numbers; internal and external filters)	
TRANSMISSION FILTER KITS	(Gasket, o-ring, secondary filters etc.)	
TRANSMISSION COOLER	(Make and part number if applicable)	
FRONT DIFFERENTIAL		DETAILS FROM VENDOR
DIFFERENTIAL MAKE		
DIFFERENTIAL MODEL		
DIFFERENTIAL SERIAL #		
DIFFERENTIAL OIL TYPE	(e.g. 80W90, synthetic)	
DIFFERENTIAL CAPACITY	(In litres)	
REAR DIFFERENTIAL		DETAILS FROM VENDOR
DIFFERENTIAL MAKE		

DIFFERENTIAL MODEL		
DIFFERENTIAL SERIAL #		
DIFFERENTIAL OIL TYPE	(e.g. 80W90, synthetic)	
DIFFERENTIAL CAPACITY	(In litres)	
TIRES/WHEELS/ETC.		DETAILS FROM VENDOR
TIRE MANUFACTURER & BRAND		
TIRE SIZE FRONT		
TIRE SIZE REAR		
WHEEL NUT TORQUE	(lb-ft)	
WHEEL NUT RE-TORQUE INTERVAL		
FINAL DRIVE/HUB	(Oil type and capacity)	
WHEEL SPINDLES OIL CAPACITY	(In litres)	
WHEEL SPINDLES FLUID TYPE	(e.g. 80w90, Dextron, synthetic)	
POWER STEERING CAPACITY	(In litres)	
POWER STEERING FLUID TYPE	(e.g. ATF or synthetic)	
POWER STEERING FILTER #	(Make, part number, quantity)	
BRAKE FLUID	(Type)	
BRAKE TYPE	(Hydraulic/air)	
MISC. ITEMS		DETAILS FROM VENDOR
ALTERNATOR	(Enter make, model, part #)	
ALTERNATOR AMPS	Integers only (e.g. 105, 125, etc.)	
BATTERY MAKE		
BATTERY MODEL		
BATTERY CCA		
BATTERY QTY.		
BATTERY VOLTAGE		
BELT A/C PART #	(Enter make and part number)	
BELT COMPRESSOR PART #		
BELT FAN PART #		
BELT ALTERNATOR PART #		
BELT STEERING	(V-belt or serpentine, quantity)	
BELT STEERING PART #		
BELTS OTHER		

COMPRESSOR CFM	(e.g. 13.2, 15, 18)	
COMPRESSOR MODEL	(Enter make and model)	
COMPRESSOR PART #		
AIR DRYER	(Enter make and model)	
AIR DRYER PART/SERIAL #		
AIR DRYER DESCRIANT		
AIR DRYER FILTER	(part number)	
AUX. HEATER TYPE	(Diesel, electric, etc.)	
AUX. HEATER MAKE		
AUX. HEATER MODEL		
AIR CONDITIONING	(Type, 113 etc.)	
AIR CONDITIONING CAPACITY	(lbs)	
A/C RECEIVER DRYER PART #	(part, number)	
ATTACHMENT ITEMS	(Construction equipment)	DETAILS FROM VENDOR
SKID SHOE	(part number)	
STINGER BLADES	(part number)	
STINGER TEETH	(Quantity and part number)	
BUCKET TEETH	(Quantity and part number)	
CUTTING TOOTH		
CLAM BUCKET BLADE	(Dimensions and part number)	
UTILITY BUCKET BLADE	(Dimensions and part number)	
BOX SCRAPER BLADE	(Dimensions and part number)	
BUCKET CAPACITY		
BUCKET BLADES AND SIDES	(Quantity and part number)	
GRADER BLADES	(part number)	
GRADER ICE BLADES	(Part number)	
WING BLADES	(Part number)	
BODY UNIT ITEMS		DETAILS FROM VENDOR
BODY SUPPLIER	(Name and contact number)	
BODY TYPE		
BODY MAKE		
BODY MODEL		
BODY SERIAL NUMBER		
BOX SIZE	(Length and/or capacity)	

HYDRAULICS		DETAILS FROM VENDOR
HYDRAULIC PUMP	(Make, model and capacity)	
PTO	(Make, model and shift type)	
HYDRAULIC TANK CAPACITY	(In litres)	
HYDRAULIC FILTER NUMBER	(Filter number and screen numbers)	
HYDRAULIC FLUID TYPE	(e.g. N22, synthetic)	
HYDRAULIC FILTER	(Make, quantity and part number)	
HYDRAULIC SCREEN	(Make, quantity and part number)	
HYDRAULIC BREATHER	(Make, quantity and part number)	
HYDRAULIC SPINNER		
HYDRAULIC SPINNER MAKE		
HYDRAULIC SPINNER MODEL		
HYDRAULIC SPINNER SERIAL #		
CONVEYOR MOTOR MAKE		
CONVEYOR MOTOR MODEL		
CONVEYOR MOTOR SERIAL #		
CYCLE TIME DOWN		
CYCLE TIME UP		
SANDER/DUMP CONTROLS:		DETAILS FROM VENDOR
CONTROL SYSTEM MAKE		
CONTROL SYSTEM MODEL		
CONTROL SYSTEM SERIAL #		
CONTROL SYSTEM PART #		
CONVEYOR CHAIN	(Length and part #)	
SENSORS	(Part #s)	
CALCIUM PUMP MAKE		
CALCIUM PUMP MODEL		
CALCIUM PUMP SERIAL #		
CALCIUM PUMP CAPACITY		
UNIT ITEMS	ATTACHMENT(S)	DETAILS FROM VENDOR
TYPE	(e.g. snow blower, mower, spreader, etc.)	
MAKE/ MANUFACTURER	(e.g. John Deere, Colpron, etc.)	
MODEL		

YEAR	(Enter year manufactured)	
AUX. ENGINE	(Make and model)	
AUX. ENGINE DISPLACEMENT	(In cubic inches and litres)	
AUX. ENGINE SERIAL #		
SUPPLIER/DEALER	(Name, phone number, and contact person)	
FUEL TYPE	(e.g. gas, diesel, propane)	
ODOMETER/HOUR METER		
AUX. ENGINE HORSE POWER	(Enter as xxx H.P. @ xxxx RPM)	
AUX. ENGINE CYLINDERS	(Number of cylinders)	
AUX. ENGINE OIL CAPACITY	(Capacity with filter, in litres)	
AUX. ENGINE OIL FILTER PART #	(Number of filters and part number)	
AUX. ENGINE OIL TYPE	(e.g. 15W40, regular or synthetic)	
AUX. ENGINE AIR FILTER (PRI)	(Make, part number, quantity)	
AUX. ENGINE AIR FILTER (SEC)	(Make, part number, quantity)	
HYDRAULICS	ATTACHMENT(S)	DETAILS FROM VENDOR
HYDRAULIC DRIVE MAKE	(Enter make & model)	
HYDRAULIC DRIVE MODEL		
HYDRAULIC DRIVE SERIAL #		
HYDRAULIC DRIVE TYPE	(Hydrostatic, standard, automatic)	
HYDRAULIC DRIVE FLUID CAPACITY	(in litres)	
HYDRAULIC DRIVE FLUID TYPE	(Dextron III, synthetic, etc.)	
HYDRAULIC DRIVE FILTER(S)	(# of filters and part numbers; internal and external filters where applicable)	
HYDRAULIC DRIVE COOLER	(Part number if applicable)	
HYDRAULIC BREATHER CAP	(Part number if applicable)	
SWEEPER		DETAILS FROM VENDOR
BROOM SEGMENTS	(part #)	
WATER FILTER	(part #)	
WEAR PLATES	(part #)	
ROLLERS	(part #)	
SKID SHOES	(part #)	

FORM Q-SUSTAINABILITY QUESTIONNAIRE

Product Information

(Yes/No)

Product Sustainability: High Quality, Small Ecological Footprint

1. Have you employed environmentally innovative best practices and/or technologies in the goods you are supplying in this Bid Opportunity as compared to similar goods? If yes, please describe them below.

Describe:

2. Have you obtained 3rd party environmental certifications for any of the products that you are supplying in this Bid Opportunity?

Describe:

3. Have you performed a life cycle assessment of the goods you are supplying in this Bid Opportunity? If yes, please describe below.

Describe:

4. Are there any other environmentally innovative best practices and/or technologies in the goods you are supplying in this Bid Opportunity that we could have specified in this tender, but have not? If yes, please describe them below.

Describe:

Company Information

Energy and Climate: Reducing Energy Costs and Greenhouse Gas Emissions

1. Have you measured your corporate greenhouse gas emissions? If yes, please report your total annual greenhouse gas emissions reported in the most recent year measured?

Describe:

2. Have you set publicly available greenhouse gas reduction targets? If yes, what are those targets?

Describe:

Material Efficiency: Reducing Waste and Enhancing Quality

1. Do you measure the total amount of solid waste generated from the facilities that produce your product(s) for this Bid Opportunity? If yes, please report for the most recent year measured. _____

Describe: _____

2. Have you set publicly available solid waste reduction targets? If yes, what are those targets? _____

Describe: _____

3. Do you measure the total water use from facilities that produce your product(s) for this Bid Opportunity? If yes, please report for the most recent year measured. _____

Describe: _____

4. Have you set publicly available water use reduction targets? If yes, what are those targets? _____

Describe: _____

Natural Resources: Responsibly Sourced Raw Materials

1. Have you established publicly available sustainability purchasing guidelines for your direct suppliers that address issues such as environmental compliance, employment practices and product safety? _____

Describe: _____

Social Responsibility: Ensuring Responsible and Ethical Production

1. Do you have a process for managing social compliance at the manufacturing level? _____

Describe: _____

2. Do you work with your supply base to resolve issues found during social compliance evaluations and also document specific corrections and improvements? _____

Describe: _____

3. Do you invest in community development activities in the markets you source from and/or operate within? _____

Describe:

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY & DELIVERY OF MID-SIZE POLICE SEDANS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, June 29, 2011.

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 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 B16.
- 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 B6.8 deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B16.1(a).

B6. BID SUBMISSION

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

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

B6.2 The Bid should consist of the following components:

- (a) Form O: Preventative Maintenance Schedule; and
- (b) Form Q: Sustainability Questionnaire.

B6.3 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.

B6.4 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.

B6.5 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.

B6.6 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

B6.6.1 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.

B6.7 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.

B6.8 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 B16.1(a).

B6.9 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.

B6.9.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B6.10 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.

B7.4.2 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 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) Provincial and Federal taxes, air conditioning tax [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.

B8.1.2 Prices on Form B: Prices shall **not** include the Manitoba Tire Stewardship Board New Tire Levy (tire tax) which shall be extra where applicable.

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. PREVENTATIVE MAINTENANCE SCHEDULE

B9.1 The Bidder should complete the Preventative Maintenance Schedule, providing full details of the preventative maintenance 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/fluids, types and capacities, engine, transmission, axle, etc., model and serial numbers, on Form O-Preventative Maintenance Schedule.

B10. DATA COLLECTION SHEETS

B10.1 The Bidder should complete and submit the Data Collection Sheets, providing comprehensive details of all Equipment including attachments, components, engine, transmission, axle, etc. on Form P-Data Collection Sheets.

B11. SUSTAINABILITY QUESTIONNAIRE

B11.1 The Bidder should complete and submit Form Q-Sustainability Questionnaire.

B11.2 The information provided on Form Q-Sustainability Questionnaire will identify information about the Equipment provided, its components, serviceability, or manufacturing processes that contribute to it being a more environmentally friendly or socially responsible investment. Examples could include, but are not limited to:

- (a) certification under a third-party environmental or ethical workplace standard;
- (b) an environmental achievement award;
- (c) innovative manufacturing processes that contribute to a lesser carbon footprint;
- (d) socially responsible or environmentally sustainable procurement policies;
- (e) exceptional fuel economy; or
- (f) low lifecycle costs for its class.

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 <http://www.winnipeg.ca/matmgt/debar.stm>

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) 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 City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

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 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 10 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 10 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 Bid after the Submission Deadline but before his 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 Bid Opportunity or acceptable deviation there from (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
- (c) Unit Price;
- (d) economic analysis of any approved alternative pursuant to B5;

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 Bid or in other information required to be submitted, that he is responsible and qualified.

B16.4 Further to B16.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices 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 responsible and 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 responsible and 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 Bid upon written request to the Contract Administrator.

B17.4 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.

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 2008 05 26) 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 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 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 supply & delivery of mid-size police sedans in accordance with the Detailed Specifications

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 new, unused equipment of current manufacture shall be accepted.

D2.4 Further to C7 if at any time during the twelve (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 up to one-hundred percent (100%) 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) "**Equipment**" or "**Vehicle**" shall be used to describe mid-size police sedans in these Contract Documents.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Eugene Romaniuk *CET*
Winnipeg Fleet Management Agency
770 Ross Ave. Winnipeg, Manitoba R3E 1C6

Telephone No. (204) 986-4181

Facsimile No. (204) 986-2749

D5. NOTICES

D5.1 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer

Facsimile No.: (204) 949-1174

D6. PREVENTATIVE MAINTENANCE PROGRAM AND DATA COLLECTION SHEETS

- D6.1 Upon award of Contract, the Contractor shall provide full details of the Preventative Maintenance (PM) Program specific to the equipment being offered. The PM program shall include, but not be limited to:
- (a) service intervals of all serviceable components;
 - (b) all attachments supplied;
 - (c) part numbers on regular maintenance items (including belts, filters, etc.)
 - (d) oils/fluid types and capacities;
 - (e) engine make, model and displacement;
 - (f) transmission make, model and type;
 - (g) applicable serial numbers.
 - (h) comprehensive details of all Equipment including attachments, components, engines, transmissions, axles, etc. on Form P-Data Collection Sheets.
- D6.2 All information, documents or other communications required to be submitted for the PM shall be sent to the Contract Administrator.
- D6.3 If Form O-Preventative Maintenance Schedule and Form P-Data Collection Sheets have not been submitted by the Contractor to the City, in accordance with B9 and B10, 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.

D7. INSPECTION

- D7.1 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.
- D7.2 The City may request that the initial inspection be completed at the Contractor's Facility.
- D7.3 Further to C9, inspection of the equipment conducted on the Contractor's site shall be performed as promptly as practicable. The City may also discontinue the process in the event that the Contractor's working environment (for inspections) becomes non-compliant with provincial health and safety regulations.
- D7.4 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 the Winnipeg Fleet Management Agency.
- D7.4.1 The City may deduct the amount owing, related to subsequent inspections in accordance with D7.4, from any payment required to be made by the City to the Contractor.
- D7.5 Equipment that is delivered to the City for inspection 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.
- D7.6 The delivery time specified in Form N: Detailed Specifications shall include the Contractor's time to rectify any deficiencies documented in the inspection process. Final delivery will be considered complete upon final inspection (with all deficiencies addressed by the Contractor) and the successful completion of the continuous eight-hour full-performance test by the City. The delivery time shall not include the time the equipment is in the City's possession during the initial inspection process.

- D7.7 Notwithstanding D7.1, 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.
- D7.8 Total Performance shall not be achieved until successful completion of the inspection process.

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

- D8.1 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

D9. COMMENCEMENT

- D9.1 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.
- D9.2 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 D8.

D10. LIQUIDATED DAMAGES

- D10.1 If the Contractor fails to achieve Total Performance within the time specified for delivery on Form N: Detailed Specifications and in accordance with D7.8, the Contractor shall pay the City fifty dollars (\$50.⁰⁰) per unit, per Calendar Day for each and every Calendar Day until the Contractor has achieved Total Performance.
- D10.2 The amount specified for liquidated damages in D10.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve delivery by the day fixed herein for same.
- D10.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

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 own inventory or in that of an agency that normally supplies parts to the Contractor, for a period of seven (7).years.
- D11.1.1 Further to D11.1, if replacement parts are not available within the seven (7).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.

MEASUREMENT AND PAYMENT

D12. PAYMENT

- D12.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after the Contractor receives written notification of successful completion of the inspection process or of the equipment being successfully placed into operation.
- D12.2 Notwithstanding that the City will license and insure equipment upon receipt, payment will be made in accordance with D12.1. Licensing and insuring equipment upon receipt does not mean that the inspection process has been successfully completed or that the equipment has been successfully placed into operation.

D13. INVOICES

- D13.1 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

- D13.1.1 A copy of the original invoice for each piece of Equipment shall accompany the Equipment upon delivery.
- D13.2 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 complete breakdown of all large individual components on the completed unit based on the following examples:
 - (i) Refuse truck - truck chassis cost and packer unit cost.
 - (ii) Service body truck - truck chassis cost and service body cost.
 - (iii) Agricultural tractors – base tractor cost and attachment cost for each individual attachment
 - (iv) Other equipment – base equipment unit cost and modification cost for each individual modification.
 - (h) Any additional work or modifications requiring an additional purchase order shall be billed on a separate invoice.

- D13.3 The City will bear no responsibility for delays in approval of invoices that are improperly submitted.

D13.4 Bids Submissions must be submitted to the address in B6.6.

WARRANTY

D14. WARRANTY

- D14.1 Notwithstanding C11, 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 a minimum of **three (3) years or 60 000 km**, parts and labour inclusive with no deductible, "bumper to bumper" on the complete vehicles and attachments.
- D14.2 The Contractor shall make available a service truck to provide and maintain the following at no cost to the City:
- (a) Warranty work – for all items covered under D14.1.
- D14.2.1 If a service truck is not available all transportation costs related to the warranty of the unit are the responsibility of the Contractor.
- D14.3 The Contractor shall provide and maintain on-site warranty services throughout the duration of the warranty period specified in Form N: Detailed Specifications. The on-site warranty services shall include the Contractor to provide warranty services anywhere within 10 km of the boundaries of the City of Winnipeg and within normal business hours. On-site warranty services shall only be requested where minor repair work is required, when the equipment is immobile, and where slow moving vehicles require warranty work. On-site warranty work shall only be requested by the City of Winnipeg repair facility supervisors or their designates.
- D14.4 If the Contractor is unable to perform on-site warranty services, the City of Winnipeg will provide the service at a rate of \$130.00/hr that shall be billed to the Contractor over and above the warranty related costs.
- D14.5 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.
- D14.6 Equipment that is not available for use due to a warranty related issues shall be rectified within seventy-two (72) hours from the time of notification of failure. If the warranty related failure is not rectified within the seventy-two (72) hour period, the City shall charge the Contractor an amount of \$50.00 per unit per calendar day until the warranty failure has been rectified.
- D14.7 For the purpose of warranty repairs, the City of Winnipeg shall assign service facilities located within 10 km of the boundaries of the City of Winnipeg. The facilities, or portions 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 facilities including, but not limited to, number of qualified service staff, years of service experience, and general service capabilities. A description of the service facilities shall be provided within three (3) Business Days upon request of the Contract Administrator.