



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 251-2015

SUPPLY AND DELIVERY OF POWER TOOLS

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND DELIVERY OF POWER TOOLS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 17, 2015.

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. CONFIDENTIALITY

B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B5. ADDENDA

B5.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 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>
- B5.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 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.

B6. SUBSTITUTES

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

- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B15.
- B6.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.7 deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B15.1(a).

B7. BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B7.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the 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
- B7.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.6 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.7 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 B15.1(a).
- B7.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204-949-1178.
- B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B8. BID

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.

- B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 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/her own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers 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/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B8.4.2 All signatures shall be original.
- B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.
- B9. PRICES**
- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 Prices on Form B: Prices shall include:
- (a) duty;
 - (b) freight and cartage;
 - (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
 - (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.
- B9.2 The quantities listed on Form B: Prices are based on previous year's purchases and are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9.4 The Bidder should state the hourly shop rate for maintenance and repairs as listed on Form B: Prices. The hourly shop rate will be reviewed by the City, but shall not be used as evaluation criteria in this Bid Opportunity.

B10. DISCLOSURE

B10.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B10.2 The Persons are:

- (a) N/A

B11. QUALIFICATION

B11.1 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.

B11.2 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>

B11.3 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);
- (d) 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.

B11.4 The Bidder shall have authorized sales facility located within ten kilometers (10 km) of the boundaries of the City of Winnipeg.

B11.5 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.

B11.6 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.

B12. OPENING OF BIDS AND RELEASE OF INFORMATION

- B12.1 Bids will not be opened publicly.
- B12.2 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>
- B12.3 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>
- B12.4 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.

B13. IRREVOCABLE BID

- B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B13.2 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.

B14. WITHDRAWAL OF BIDS

- B14.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B14.1.1 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.
- B14.1.2 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.
- B14.1.3 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 B14.1.3(b), declare the Bid withdrawn.
- B14.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B13.2 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.

B15. EVALUATION OF BIDS

- B15.1 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 B9.2 (pass/fail);
- (c) Bid Price;
- (d) economic analysis of any approved alternative pursuant to B6.

- B15.2 Further to B15.1(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.
- B15.3 Further to B15.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.
- B15.4 Further to B15.1(c), the Bid Price shall be the unit price multiplied by the approximate quantity for each item shown on Form B: Prices.
- B15.5 This Contract may be awarded by Item as identified on Form B: Prices.
- B15.6 Bidders are not required to bid on all items.
- B15.7 Further to B15.5, the City will establish a call-out list for the equipment listed on Form B: Prices. When the City requires equipment listed on Form B: Prices, the City will telephone the low responsive Bidder meeting specifications, first and so on until the City's requirements have been met.

B16. AWARD OF CONTRACT

- B16.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B16.2 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.
- B16.2.1 Without limiting the generality of B16.2, 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.
- B16.3 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 B15.
- B16.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B16.4 Notwithstanding C4 and Paragraph 6 of Form A: Bid, the City will issue a Purchase Order to the Successful Bidder(s) in lieu of the execution of a Contract. The Purchase Order will indicate the Items and quantities required by the City. If the quantities significantly exceed the approximate quantities in Form B: Prices and the Successful Bidder is unable to supply a portion or portions of said excess quantities, then the City may, in its sole discretion issue a Purchase Order to the second lowest responsive bidder for the such portion or portions of the excess quantities that the Successful Bidder is unable to supply.

B16.5 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 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 supply and delivery of power tools from the day of award to December 31, 2015 with the option of one (1) mutually agreed upon one (1) year extension.

D2.1.1 The City may negotiate an extension option with a Contractor within sixty (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on January 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.2 The purpose is to establish a call-out list of prices for the supply and delivery of power tools. The equipment will be purchased on an "as required" basis, where and when available.

D2.2.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.2.2 Notwithstanding C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.3 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D2.4 When equipment is required, the City shall telephone and e-mail the low Contractor for that equipment type and order the power tool(s) required. Should the equipment not be available when required, the City shall proceed to the next low Contractor, etc., until the equipment is obtained. The order will be confirmed by the issuance of a purchase order.

D2.5 When ordering equipment, the Purchase Order will indicate the Items and quantities required by the City. If the quantities significantly exceed the approximate quantities in Form B: Prices and the lowest responsive Contractor is unable to supply any portion or portions of said excess quantities, then the City may, in its sole discretion issue a Purchase Order to the second lowest responsive Contractor for the such portion or portions of the excess quantities that the successful Contractor is unable to supply.

D2.6 At its discretion, the City may decide to purchase the specified make and model listed on Form B: Prices as opposed to another make and model bid. The City may however, purchase up to ten percent (10%) of the quantities of another make and model not normally purchased for trial and testing purposes.

D2.7 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.

D2.8 Unless specifically stated otherwise, only new, unused equipment of current manufacture shall be accepted.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Eugene Romaniuk *CET*
Winnipeg Fleet Management Agency
770 Ross Ave. Winnipeg, Manitoba R3E 1C6
Telephone No.: 204-250-5624
Email: eromaniuk@winnipeg.ca

D4. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D4.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D4.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D4.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D4.4 A Contractor who violates any provision of D4 may be determined to be in breach of Contract.

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

D5.2 Bids Submissions must be submitted to the address in B7.5

D6. DATA COLLECTION SHEETS

D6.1 Upon award of Contract, the Contract Administrator will send the Contractor an electronic copy of Data Collection Sheets.

D6.2 The sheets shall include:

- (a) full details of the data collection requirements specific to the Equipment being offered (including attachments) and shall include service intervals of all components, part numbers on regular maintenance items including belts, filters, oils/fluid types and capacities, engine, transmission, axle, etc., model and serial numbers. The data collection sheet shall be submitted prior or upon delivery of supplied Equipment; and
- (b) comprehensive detail of all Equipment including attachments, components, engine, transmission, axle, etc.

D6.3 All information, documents or other communications required to be submitted for the data collection sheets shall be sent to the Contract Administrator in D3.1. The communications shall

be sent electronically in Word Format only (no exceptions). The form shall be sent to the Contractor at the time of award.

- D6.4 If the data collection sheets have not been submitted by the Contractor to the City, the City will perform the work and acquire the information at its own expense. The costs incurred (up to and including \$500.00 per unit) will be deducted from the Contractor's final invoice.

D7. INSPECTION

- D7.1 Further to C9, inspection of the equipment shall be conducted as promptly as practicable. Thorough examination of the equipment and successful completion of a continuous eight-hour full-performance test by the City shall be required as part of the inspection process. At its option, the City may discontinue the process upon finding a lack of conformance to the specifications. The deficiency shall then be rectified by the Contractor and the inspection process shall then commence anew.
- D7.1.1 The cost of the initial inspection of the equipment shall be borne by the City. The cost of subsequent inspections required, attributable to deficiencies identified in the initial inspection, shall be the responsibility of the Contractor and charged at the prevailing shop rate for Winnipeg Fleet Management Agency.
- D7.1.2 The City may deduct the amount owing, related to subsequent inspections in accordance with D7.1.1, from any payment required to be made by the City to the Contractor.
- D7.2 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.
- D7.3 Notwithstanding Clause 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.
- D7.4 Total Performance will 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/she is in receipt of Purchase order 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. DELIVERY

- D10.1 Goods shall be delivered within seven (7) Calendar Day(s) of receipt of a Purchase order, f.o.b. destination, freight prepaid to:
- Winnipeg Fleet Management Agency,
195 Tecumseh Street,
Bay Door 9,
Winnipeg, Manitoba
- D10.2 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least two (2) Business Days before delivery.
- D10.3 Goods shall be delivered between 8:30 a.m. and 3:00 p.m. on Business Days.
- D10.4 The Contractor shall arrange for the equipment to be serviced, ready for operation and as directed at the delivery location.
- D10.5 The Contractor shall contact the Winnipeg Fleet Management Agency's Power Tool Coordinator at 204-986-6760 prior to delivery of the equipment or tools.
- D10.6 In some circumstances, the City may request a twenty-four (24) hour delivery time for order quantities of five (5) items or under. If the lowest responsive Contractor is unable to provide the quantities of five (5) or under within the twenty-four (24) hour period, the City shall go to the second (2nd) lowest responsive Contractor until the equipment is obtained.

D11. CONTRACTOR PERFORMANCE

- D11.1 The Winnipeg Fleet Management Agency (WFMA) shall be tracking Contractor performance for issues including, but not limited to, delivery, conformance to specifications, invoicing, etc. The WFMA shall retain records of the Contractors performance for consideration on future power tool contracts.

D12. RECORDS

- D12.1 The Contractor shall keep detailed records of all equipment supplied under the Contract.
- D12.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) order date(s);
 - (b) delivery date(s);
 - (c) description and quantity of goods supplied including the name of the Vendor and their address.
- D12.3 Upon request of the Contract Administrator, the Contractor shall provide within three (3) Business Days, a copy of the records for each piece of equipment delivered.

MEASUREMENT AND PAYMENT

D13. INVOICES

- D13.1 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

Facsimile No.: 204-949-0864
Email: CityWpgAP@winnipeg.ca

- D13.2 Invoices must clearly indicate, as a minimum:
- (a) the City's order (Purchase Order of 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) Serial Number(s) of the equipment/tools provided.
- D13.3 The City will bear no responsibility for delays in approval of invoices that are improperly submitted.
- D13.4 A copy of the invoice shall be supplied to the Winnipeg Fleet Management Agency (WFMA) upon delivery of the equipment. The invoice shall not state "packing slip" anywhere on the invoice.
- D13.5 The City will bear no responsibility for delays in approval of invoices that are improperly submitted.
- D13.6 **Bids Submissions** must be submitted to the address in B7.5.

D14. PAYMENT

- D14.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after the receipt and approval of the Contractor's invoice.
- D14.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D15. WARRANTY

- D15.1 The Contractor shall warrant each piece of equipment and all parts thereof, against any defects of workmanship, parts and labour inclusive, construction and materials, and agrees to repair or replace without cost to the City any article that has become defective and not proven to have been caused by negligence on the part of the user for a period of three (3) months, no deductible.
- D15.2 Information regarding any additional warranties provided by the equipment manufacturer, over and above three (3) months, shall be included with the unit(s) upon delivery.
- D15.3 Notwithstanding C11, the warranty period for each piece of equipment supplied shall begin when the equipment has been successfully placed into operation. The Contractor shall comply with the City of Winnipeg "Delayed In-Service Agreement" where the equipment warranty shall not be activated until the delayed warranty form is submitted. Upon placing the equipment into service, the Equipment Inspector shall e-mail the form to the Contractor.
- D15.4 For the purpose of warranty repairs, the Contractor shall assign service facilities located within fifteen kilometres (15 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.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

E2. EQUIPMENT SPECIFICATIONS

- E2.1 Unless specifically stated otherwise, only new, unused equipment of current manufacture shall be accepted.
- E2.2 All water pumps shall be outfitted with quick connect couplers installed on the suction and discharge ports. Couplers shall be Dixon / Boss-Lock Type A Adapters. Part numbers are as follows:
- (a) 100-A-AL for all 1" pumps
 - (b) 150-A-AL for all 1½" pumps
 - (c) 200-A-AL for all 2" pumps
 - (d) 300-A-AL for all 3" pumps
- E2.3 All Gorman-Rupp 12 V submersible pumps must have 1½" x 4" pipe thread fitting installed, as well as a 50" rope attached to the pump for manhole recovery.
- E2.4 Further to Item 13 on Form B: Prices, Husqvarna 550XP chainsaws shall be equipped with 0.325x8 rim sprockets with accommodating chains and bars.
- E2.5 Further to Item 14 on Form B: Prices, Husqvarna 576XP chainsaws shall be equipped with 200SLHD009 bars and 72LGX072E chains.
- E2.6 Further to Item 28 on Form B: Prices, Husqvarna K-760 quickie saws must have a 20 mm arbour.
- E2.7 Each piece of equipment supplied shall include an operator's manual. Operator's manuals shall include a section in English and shall cover the complete equipment.
- E2.8 The City may request a cost quotation from a Contractor for the supply and delivery of parts, repair and service manuals, for items they are eligible to supply on the callout list, if and when required.

E3. EQUIPMENT INSPECTION

- E3.1 All equipment 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 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.
- E3.2 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.