



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 156-2022

SUPPLY AND DELIVERY OF HYBRID PASSENGER VEHICLES

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND DELIVERY OF HYBRID PASSENGER VEHICLES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, July 26, 2023.

B2.2 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 Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent 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 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.

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

B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.

B3.6 The Proponent 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.

B3.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B4. CONFIDENTIALITY

B4.1 Information provided to a Proponent by the City or acquired by a Proponent 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 Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal 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 Request for Proposal, 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.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 The Proponent is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.1.

B6. SUBSTITUTES

- B6.1 The Work is based on the materials, equipment, methods and products specified in the Request for Proposal.
- 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 Proponent 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 their 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 Proponent 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 Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons they wish to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent 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 Proponent bidding that approved alternative may base their 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 B18.
- 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.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal;
 - (b) Form B: Prices;
 - (c) Form N: Detailed Specifications.
- B7.2 The Proposal should also consist of the following component:
- (a) Environmental Procurement Questionnaire in accordance with B14.
- B7.3 Further to B7.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely to constitute a responsive Proposal.
- B7.5 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B7.5.1 Proposals will **only** be accepted electronically through MERX.
- B7.6 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).
- B7.7 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL

- B8.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, their name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;

- (d) if the Proponent is carrying on business under a name other than their 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 Proposal 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/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in their own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by their duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Proponent is carrying on business under a name other than their 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/Proposal should be entered below such signatures.

B8.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. PRICES

B9.1 The Proponent 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.

B9.1.2 Prices on Form B: Prices shall not include the Manitoba Tire Stewardship Board New Tire Levy (tire tax) which shall be extra where applicable.

B9.2 The City will use the quantities for the purpose of comparing Proposals.

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.

B10. DETAILED SPECIFICATIONS

B10.1 The Proponent shall complete Form N: Detailed Specifications, making all required entries.

B10.2 All items in Form N: Detailed Specifications must be answered indicating compliance or non-compliance.

- B10.3 Proponents shall state "yes" for compliance or state "deviation", or give reply where requested to do so. Deviations and/or equivalents shall be clearly stated and fully detailed. Deviations and/or equivalents will be considered subject to evaluation. In every instance where a brand name or design specification is used, the City will also consider deviations and/or equivalents.
- B10.4 Lengthy explanations of deviations may be included in a separate document and must reference the appropriate Detailed Specification on Form N
- B10.5 Deviations and/or equivalents shall be clearly stated and fully detailed. Deviations and/or equivalents will be considered subject to evaluation. In every instance where a brand name or design specifications is used, the City will also consider deviations and/or equivalents.
- B10.6 Each Proponent is required to fill in every blank. Failure to do so may be used as a basis for rejection of bid

B11. DISCLOSURE

- B11.1 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.
- B11.2 The Persons are:
- (a) N/A.

B12. CONFLICT OF INTEREST AND GOOD FAITH

- B12.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B12.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:
- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract.
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of their participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.
- B12.3 In connection with their Proposal, each entity identified in B12.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;

- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
 - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B12.4 Without limiting B12.3, the City may, in their sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B12.5 Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in their sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of their Key Personnel;
 - (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Proponent if the Proponent, or one of their Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B13. QUALIFICATION

- B13.1 The Proponent 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 Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent 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.
- B13.2 The Proponent 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 <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- B13.3 The Proponent 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;
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.4 and D4.1).

B13.4 Further to B13.3(d), the Proponent acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B13.5 The Proponent 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 Proponent and of any proposed Subcontractor.

B13.6 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B14. ENVIRONMENTAL PROCUREMENT QUESTIONNAIRE

B14.1 The Proponent should fill in the questionnaire in accordance with the instructions in Appendix A.

B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B15.1 Proposals will not be opened publicly.

B15.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.

B15.3 The Proponent is advised that any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B15.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B15.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Contract Administrator.

B16. IRREVOCABLE OFFER

B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B17. WITHDRAWAL OF OFFERS

B17.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

B18. INTERVIEWS

B18.1 The Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

B19. NEGOTIATIONS

B19.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B19.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B19.3 If, in the course of negotiations pursuant to B19.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B20. EVALUATION OF PROPOSALS

B20.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B13: (pass/fail)
- (c) Evaluated Bid Price; 90%
- (d) Environmental Procurement Questionnaire 10%

B20.2 Further to B20.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal 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 Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in their Proposal or in other information required to be submitted, that it is qualified.

B20.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B20.1(a) and B20.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B20.5 Further to B20.1(c) the Evaluated Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B20.5.1 Further to B20.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B20.5.2 The following sample formula demonstrates the total evaluated cost per Item:

- (a) $[(\text{Unit Price} - 50\% \text{ of Residual value (Canadian Black Book) after 5-years}) + (\text{Estimated Fuel Consumption Costs over 160,000 km})] \times \text{Number of units} = \text{Evaluated Bid Price for this Item}$

Example:	Year, Make & Model	- 2018 Toyota Prius C
	Unit Price	- \$21,990.00
	Residual Value	- \$8020.00
	Fuel Consumption	- 4.9 L/100 km City
	Fuel Cost	- \$1. ⁰⁰ /Litre
	Quantity	- 12 vehicles

Evaluated Bid Price =

$$[(21,990.00 - (0.5 \times 8020.00) + (4.9 \times 160,000 \div 100 \times 1.⁰⁰)] \times 12 = \$309,840.00$$

- B20.6 Notwithstanding B20.1(d), where Proponents fail to provide a response to B7.2(a), the score of zero may be assigned to the incomplete part of the response.
- B20.7 Further to B20.1(d), the Environmental Procurement Questionnaire will be evaluated considering the information provided in response to B14. Points scored in the Environmental Procurement Questionnaire will be converted to the percentage stated in B20.1(d).
- B20.8 This Contract will be awarded as a whole.

B21. AWARD OF CONTRACT

- B21.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B21.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B21.2.1 Without limiting the generality of B21.2, 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 their own forces;
 - (d) only one Proposal 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.
- B21.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer, in accordance with B18.
- B21.4 Further to Paragraph 6 of Form A: Bid/Proposal and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B21.4.1 The Contract Documents, as defined in C1.1(p), 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.
- B21.5 Following the award of contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Contract Administrator.
- B21.6 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Supply of Goods* (Revision 2020-01-31) 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 Request for Proposal 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 Supply and Delivery of Hybrid Passenger Vehicles in accordance with Detailed Specification 22011 .

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 12 (twelve) 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 Request for Proposal:

- (a) **"Proponent"** means any Person or Persons submitting a Proposal for Goods;
- (a) **"Equipment"** or **"Vehicle"** shall be used to describe Hybrid Passenger Vehicle in these Contract Documents;
- (b) **"Supply Chain Disruption"** means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Richard Schwarz, C.E.T.
Winnipeg Fleet Management Agency

Telephone No. 204-391-5418

Email Address.: rschwarz@winnipeg.ca

D5. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D5.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

- D5.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.
- D5.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
 - (b) providing reasonable accommodations;
 - (c) reasonably accommodating assistive devices, support persons, and support animals;
 - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
 - (e) inform the public when accessibility features are not available;
 - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
 - (g) providing adequate training of staff and documentation of same.

D6. UNFAIR LABOUR PRACTICES

- D6.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D6.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D6.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D6.4 Failure to provide the evidence required under D6.3, may be determined to be an event of default in accordance with C16.
- D6.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D6.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D6.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D6.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D6.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred

following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

D7. DATA COLLECTION SHEETS

D7.1 Upon award of Contract, the Contract Administrator will send the Contractor an electronic copy of Data Collection Sheets.

D7.2 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 details of all Equipment including attachments, components, engine, transmission, axle, etc.

D7.3 All information, documents or other communications required to be submitted for the data collection sheets shall be sent to the Contract Administrator in D4.1. 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.

D7.4 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 their own expense. The costs incurred (up to and including \$500.00 per unit) will be deducted from the Contractor's final invoice.

D8. INSPECTION

D8.1 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 their option, the City may discontinue the process upon finding a lack of conformance to the specifications. The deficiency shall then be rectified by the Contractor and the inspection process shall then commence anew.

D8.1.1 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.

D8.1.2 The City may deduct the amount owing, related to subsequent inspections in accordance with D8.1.1, from any payment required to be made by the City to the Contractor.

D8.2 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.

D8.3 Notwithstanding D8.1, where multiple quantities of like equipment are being supplied, the City reserves the right, at their 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.

D8.4 Total Performance will not be achieved until successful completion of the inspection process.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

D9.1 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

D10. COMMENCEMENT

D10.1 The Contractor shall not commence any Work until they are in receipt of a notice of award from the City authorizing the commencement of the Work.

D10.2 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 D9;
 - (ii) evidence of the workers compensation coverage specified in C6.16; and
 - (iii) the direct deposit application form specified in D16.3.

D11. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

D11.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the delivery requirements and schedule identified in the Contract, in close consultation with the Contract Administrator.

D11.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.

D11.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.

D11.4 For any delay related to Supply Chain Disruption and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D11.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D11.5 The Work schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Contract Administrator.

D11.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

D12. PARTS AVAILABILITY

- D12.1 In order to assure minimum downtime of the Equipment, the Contractor shall maintain a stock of all replacement parts in North America, either in their own inventory or in that of an agency that normally supplies parts to the Contractor, for a period of seven (7) years.
- D12.1.1 Further to D12.1, 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.
- D12.2 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.
- D12.3 Where Equipment is not available for use due to the Contractor's failure to supply parts in accordance with D12.2, the failure to supply parts may be determined to be an Event of Default in accordance with C16.

D13. TRAINING

- D13.1 The Contractor shall be responsible for providing operational and mechanical training for City of Winnipeg personnel. The training will be at the Contractor's expense.
- D13.2 The training sessions shall be used for familiarization and orientation of the equipment to the satisfaction of the Equipment Operator Training Branch and the Winnipeg Fleet Management Agency Mechanical Operations Staff. Training may include power point presentations, class room training, and "walk around" hands on training. Specifics to the training sessions may vary depending on the equipment and/or goods.
- D13.3 The training shall be divided into two (2) separate sessions, one for operating personnel and one for mechanical personnel. Training sessions should be based on two (2) Business days for operating personnel and two (2) Business days for mechanical personnel.

D14. OPERATOR TRAINING

- D14.1 The Contract Administrator or the Equipment Operator Training Branch will contact the Contractor to organize training.
- D14.2 The training for operating personnel shall include the following:
- (a) Daily pre-trip inspection items and basic operator maintenance requirements;
 - (b) Familiarization of all controls and their functions;
 - (c) New technologies and differences between current models vs. previous models;
 - (d) Basic demonstration of vehicle/equipment operation with all applicable attachments;
 - (e) Inherent operating errors; and
 - (f) Any other training/familiarization requirements that is specific to the unit.
- D14.3 All operator training materials shall be provided to the Equipment Operator Training Branch no later than four (4) Calendar weeks prior to delivery of the vehicles, equipment and/or related attachments.

Equipment Operator Training Branch
960 Thomas Avenue
Winnipeg, MB
R2L 2E1
E-mail – <mailto:lguertin@winnipeg.ca>

D15. MECHANICAL TRAINING

- D15.1 The Contract Administrator or the Winnipeg Fleet Management Equipment Inspector will contact the Contractor to arrange mechanical equipment training and familiarization.
- D15.2 The training for mechanical personnel shall include the following:
- (a) Product knowledge trainer with at least one-year repair and service experience on the equipment as stated in Form N: Specifications;
 - (b) All Preventative Maintenance Service Points and adjustments required while in service;
 - (c) All diagnostic port locations and basic operations; and
 - (d) Safe movement of the equipment (including lift and or tow points).
- D15.3 All mechanical training materials including service and parts manuals (paper or electronic versions) shall be provided no later than four (4) calendar weeks prior to delivery of the vehicles, equipment and/or related attachments to the attention of the Contract Administrator identified in D4.1.
- D15.4 Facility Locations and hours are as follows:
- (a) 195 Tecumseh St. Repair Facility 6:30 am to 10:30 pm M-F (3 work shifts). Midnight shift is Sunday at 9:00 pm to 7:00 am Thursday morning, each day (4 ten-hour shifts) on a seasonal basis;
 - (b) 960 Thomas Avenue Repair Facility 6:00 am-11:00 pm M-F (2 work shifts);
 - (c) 215 Tecumseh St Manufacturing Repair Facility – 7:00 am – 5:00 pm M-F (1 work shift).

MEASUREMENT AND PAYMENT

D16. PAYMENT

- D16.1 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.
- D16.2 Notwithstanding that the City will license and insure equipment upon receipt, payment will be made in accordance with D16.1. 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.
- D16.3 Further to C10, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

D17. INVOICES

- D17.1 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
Send Invoices to CityWpgAP-INVOICES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca
- D17.1.1 A copy of the original invoice for each piece of Equipment shall accompany the Equipment upon delivery.

D17.2 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, MRST, and any applicable environmental handling charges/fees identified and 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.

D17.3 The City will bear no responsibility for delays in approval of invoices that are improperly submitted.

WARRANTY

D18. WARRANTY

D18.1 Notwithstanding C11, and the warranties specified in the Form N: Detailed Specifications applicable to the unit, 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.

D18.2 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.

D18.3 Equipment that is not available for use due to warranty related issues shall be rectified within three (3) Business Days from the time of notification of failure. If the warranty related failure is not rectified within the three (3) Business Day period, the failure will be considered an Event of Default in accordance with C16.

DISPUTE RESOLUTION

D19. DISPUTE RESOLUTION

D19.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D19.

D19.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D19.3 The entire text of C21.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal

Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.

- D19.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):
- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
 - (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
 - (i) The Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
 - (iii) Department Head.
- D19.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D19.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D19.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D19.4.4 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D19.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.