



**THE CITY OF WINNIPEG**

# **TENDER**

**TENDER NO. 891-2023**

**RENTAL OF CLASS 1 – 5 VEHICLES**

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## BIDDING PROCEDURES

### **B1. CONTRACT TITLE**

B1.1 RENTAL OF CLASS 1 – 5 VEHICLES

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, December 21, 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 Bidder finds errors, discrepancies or omissions in the Tender, 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 Tender 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 Tender 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.

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 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 Tender 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 Tender, 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](http://www.merx.com).
- B5.4 The Bidder 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 Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

## **B6. SUBSTITUTES**

- B6.1 The Work is based on the materials, equipment, methods and products specified in the Tender.
- 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 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 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 they wish 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 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 B16.
- 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. BID SUBMISSION**

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid/Proposal;
  - (b) Form B: Prices.
- B7.2 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.
- B7.3 The Bid shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).
- B7.3.1 Bids will **only** be accepted electronically through MERX.
- B7.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B16.1(a).

## **B8. BID**

- B8.1 The Bidder 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 Bidder is a sole proprietor carrying on business in their own name, their 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 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 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/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in their 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 their duly authorized officer or officers;
- (d) if the Bidder 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.

B8.4.2 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.

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

B9.1.3 Prices on Form B: Prices shall not include Environmental Handling Charges (EHC) or fees, which shall be extra where applicable.

B9.2 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.

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. 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. CONFLICT OF INTEREST AND GOOD FAITH**

B11.1 Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

- B11.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder 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 Bids or award of the Contract; or
  - (ii) compromise, impair or be incompatible with the effective performance of a Bidder'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 Tender process or the Work; or
  - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.
- B11.3 In connection with their Bid, each entity identified in B11.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
  - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender 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.
- B11.4 Without limiting B11.3, 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 Bidder 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.
- B11.5 Without limiting B11.3, 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 Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of their employees proposed for the Work;
  - (b) require the removal or replacement of any employees 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 Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B11.4 to avoid or mitigate a Conflict of Interest; and
  - (d) disqualify a Bidder if the Bidder, or one of their employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.



B11.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

## **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 <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

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;
- (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 B12.4 and D5).

B12.4 Further to B12.3(d), the Bidder 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.

B12.5 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.

B12.6 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.

## **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) will be available on the MERX website at [www.merx.com](http://www.merx.com).

B13.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at [www.merx.com](http://www.merx.com).

B13.4 The Bidder is advised that any information contained in any Bid 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).

B13.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder 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.

#### **B14. IRREVOCABLE BID**

B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

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 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 for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

#### **B15. WITHDRAWAL OF BIDS**

B15.1 A Bidder may withdraw their Bid without penalty at any time prior to the Submission Deadline.

#### **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 Tender 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 B6.

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 their Bid or in other information required to be submitted, that they are qualified.

B16.4 Further to B16.1(c), the Unit Price shall be the unit price submitted for each item shown on Form B: Prices.

B16.5 This Contract shall be awarded by item.:

B16.5.1 Notwithstanding B9.1, the Bidder may, but is not required to, bid on all items.

B16.5.2 Notwithstanding B17.3 the City shall have the right to choose the alternative that is in its best interests. If the Bidder has not bid on all alternatives, he/she shall have no claim against the City if his/her partial Bid is rejected in favour of an award of the Contract on the basis of an alternative upon which he/she has not bid.

#### **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 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 their 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 qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B16 in order to establish a call-out list for the items listed on Form B: Prices.
- B17.4 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.
- B17.4.1 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.
- B17.5 Following the award of contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

## 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](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Tender 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 intent of this tender is for the City to establish a call-out list of monthly rental costs for the Rental of various Class 1-5 Vehicles for the Calendar year 2023. The vehicles will be rented on an "as-required" basis, where and when available. The rental of Class 1-5 Vehicles shall be in accordance with the Specifications outlined in PART E of this document on a monthly basis from January 1, 2024 until December 31, 2024.

D2.1.1 When equipment is required, the City shall e-mail the low Bidder for that item and order the equipment required. Should the equipment not be available when required, the City shall go to the second low Bidder, etc., until the equipment is obtained. The order will be confirmed by the issuance of a purchase order.

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,

D2.3 The Work shall be done on an as-required basis during the term of the Contract.

D2.3.1 Notwithstanding C7, the City shall have no obligation under the Contract to rent any quantity of any item in excess of its actual operational requirements.

#### D3. DEFINITIONS

D3.1 When used in this Tender:

- (a) "**Equipment**" or "**Vehicle**" shall be used to describe Class 1 – 5 Vehicles 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](mailto: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> and 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.

## **SUBMISSIONS**

### **D7. AUTHORITY TO CARRY ON BUSINESS**

- D7.1 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**

### **D8. COMMENCEMENT**

- D8.1 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.
- D8.2 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 D7; and
    - (ii) the direct deposit application form specified in D14.1.

### **D9. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS**

- D9.1 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.
- D9.2 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.
- D9.3 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.
- D9.4 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 D9.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D9.5 The Work schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Contract Administrator.
- D9.6 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.

## **D10. ORDERS**

- D10.1 The Contractor shall provide an e-mail address at which orders for delivery may be placed.
- D10.2 When equipment is required, the City shall e-mail the Contractor with the lowest cost for that class and order the equipment required. Should the equipment not be available when required, the City shall go to the second lowest Contractor, etc., until the equipment is obtained. The order will be confirmed by the issuance of a purchase order.

## **D11. DELIVERY**

- D11.1 The Contractor shall arrange for the vehicles and equipment to be serviced, ready for operation, fully fuelled, licensed and insured and delivered FOB with the freight prepaid to the City of Winnipeg, Winnipeg Fleet Management Agency Office, 195 Tecumseh Street, Winnipeg, Manitoba no later than 9:00 am of the rental commencement date.
- D11.1.1 If a vehicle is delivered after 9:00 am of the rental commencement date, the first billing date shall be considered to be the next Business Day.
- D11.2 The Contractor shall arrange for Pre-Delivery Inspections prior to delivery of the equipment.
- D11.3 The Contractor will be provided an e-mail address after award of the Contract where they shall e-mail a list of all equipment or vehicles being delivered that includes the serial numbers, City Unit numbers and hours/mileage.

## **D12. RECORDS**

- D12.1 The Contractor shall keep detailed records of each piece of equipment supplied under the Contract.
- D12.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) User name(s) and addresses;
  - (b) Order date(s);
  - (c) Delivery date(s);
  - (d) Description and quantity of goods supplied;
  - (e) A detailed record of wear or damage to the equipment at the time of delivery;
  - (f) Maintenance records, specifically next service due dates and mileage/hours as per the manufacturer's maintenance and repair schedules.
- D12.3 The Contractor shall provide the Fuel and Rental Administrator with a copy of the records for each piece of equipment at the time of delivery.

## **MEASUREMENT AND PAYMENT**

### **D13. INVOICES**

- D13.1 Further to C12, the Contractor shall submit an accurate invoice at the beginning of each month for the previous month's rental for each piece of equipment, by email, to:

The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B B9

Facsimile No.: 204- 949-0864

Send Invoices to [CityWpgAP-INVOICES@winnipeg.ca](mailto:CityWpgAP-INVOICES@winnipeg.ca)

Send Invoice Inquiries to [CityWpgAP-INQUIRIES@winnipeg.ca](mailto:CityWpgAP-INQUIRIES@winnipeg.ca)



D13.1.1 Further to D13.1, to streamline processing for high volume invoices, an invoice spreadsheet template in excel format may be used in lieu of actual invoices.

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, i.e., Tender Number and Item Number from Form B: Prices;
- (e) the amount payable with GST and MRST, shown as separate amounts;
- (f) The Contractor's GST registration number;
- (g) The City Unit Number (to be provided by the Winnipeg Fleet Management Agency at the time of Order).

D13.3 The Contractor shall provide no more than one (1) invoice per month per vehicle/unit regardless of the rental period.

Further to D13.2 and D14.2, the following example is provided to indicate invoicing for "Monthly Rate" equipment: (Applicable taxes extra).

Example:   Item 11           - 9000# GVWR, Ext. Cab Pick-Up Truck 4WD, 6½' Box  
              Unit Price       - \$1200.00 per Month  
              Rental Period   - May 9 – September 18, 2023  
              Months Rented - 4-months, 9-days

**Invoice 1**

- Dated June 1, 2023
- $(1200.00 \div 30) \times 23 = \$920.00$

**Invoice 2**

- Dated July 1, 2023
- $1200.00 \times 1 = \$1200.00$

**Invoice 3**

- Dated August 1, 2023
- $1200.00 \times 1 = \$1200.00$

**Invoice 4**

- Dated September 1, 2023
- $1200.00 \times 1 = \$1200.00$

**Invoice 5**

- Dated September 19, 2023
- $(1200.00 \div 30) \times 18 = \$720.00$

D13.4 The City will bear no responsibility for delays in approval of invoices that are improperly submitted.

**D14. PAYMENT**

D14.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

- D14.2 Further to D14.1, Rental payments will be net, paid at the end of each month, for the previous month's use or portion thereof by invoice, after acceptance of the equipment by the City of Winnipeg as specified. A partial month's rental shall be pro-rated based upon a thirty (30) day month. All payments shall be made in Canadian funds in Winnipeg, Manitoba and no interest will be allowed on any payments. All charges for duty, freight and other charges, government or otherwise, but not including Manitoba Retail Sales Tax and the Goods and Services Tax shall be included in the rental price.
- D14.3 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](https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf)

## DISPUTE RESOLUTION

### D15. DISPUTE RESOLUTION

- D15.1 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 D15.
- D15.2 The entire text of C19.4 is deleted, and amended to read: "Intentionally Deleted"
- D15.3 The entire text of C19.5 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.
- D15.4 Further to C19, 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.
- D15.4.1 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.
- D15.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D15.4.3 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.

D15.4.1 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 D15.4.3, 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 C19.

## **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. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.

#### **E2. VEHICLE SPECIFICATIONS**

- E2.1 Item No. 1 – Compact Passenger Vehicle, 4-door, 4-cylinder engine, 100 in. wheelbase or higher. Suggested eligible models are Chevrolet Spark, Honda Civic, Hyundai Elantra, Kia Forte, Toyota Corolla or Yaris.
- E2.2 Item No. 2 – Mid-Sized Passenger Vehicle, 4-door, 4 or 6-cylinder gasoline engine. Suggested eligible models are Chrysler 200 or Avenger, Ford Fusion, Chevrolet Malibu, Nissan Altima, Hyundai Sonata, Kia Optima and Toyota Camry.
- E2.3 Item No. 3 – Mini Passenger Van, 4 or 6-cylinder gasoline engine, 7-passenger seating. Suggested eligible models are Chrysler Pacifica, Kia Carnival, Honda Odyssey, Toyota Sienna.
- E2.4 Item No. 4 – Cargo Van, 6000 lbs. GVWR or higher, windows in side and rear doors preferred, gasoline engine, bulkhead or cage. Suggested eligible models are Mercedes-Benz Sprinter, Ford Transit, Chevrolet Express, Nissan NV Series, Dodge ProMaster.
- E2.5 Item No. 5 – 8-Passenger Van, 6500 lbs. GVWR or higher, gasoline engine, 8-passenger seating. Suggested eligible models are Mercedes-Benz Sprinter, Ford Transit, Chevrolet Express, Nissan NV Series, Dodge ProMaster.
- E2.6 Item No. 6 – Compact Sport Utility Vehicle, 4WD or AWD, 4-door, 4 or 6-cylinder gasoline engine, 4-passenger seating. Suggested eligible models are Ford Escape, Hyundai Tuscon, Kia Sportage, Mazda CX-5, Honda CR-V and Toyota RAV4.
- E2.7 Item No. 7 – Mid-Size Sport Utility Vehicle, 4WD, 4-door, 4 or 6-cylinder gasoline engine, 5-passenger seating. Suggested eligible models are Dodge Durango, Ford Explorer, GMC Acadia/Transverse.
- E2.8 Item No. 8 – 6500 lbs. GVWR Gasoline Engine (6-Cylinder) 4WD Extended Cab 6½ ft. box Pick-Up Truck, towing package c/w receiver hitch, brake controller and all applicable wiring and electrical hook-up, tubular side steps (OEM), cargo box liner covering floor, sides, inside of tailgate and top of box rails. Suggested eligible models are Dodge Ram 1500 Tradesman, Ford F-150 XL, GMC Sierra/Silverado 1500 WT, Nissan Titan S, Toyota Tundra.
- E2.9 Item No. 9 – 6500 lbs. GVWR Gasoline Engine (6-Cylinder) 4WD Crew Cab 6.0 ft. box Pick-Up Truck, towing package c/w receiver hitch, brake controller and all applicable wiring and electrical hook-up, tubular side steps (OEM), cargo box liner covering floor, sides, inside of tailgate and top of box rails. Suggested eligible models are Dodge Ram 1500 WT, Ford F-150 XL, GMC Sierra/Silverado 1500 WT, Nissan Titan, Toyota Tundra.
- E2.10 Item No. 10 – 9500 lbs. GVWR Gasoline Engine 4WD Crew Cab 6½ ft. box Pick-Up Truck, towing package c/w receiver hitch, brake controller and all applicable wiring and electrical hook-up, tubular side steps (OEM) cargo box liner covering floor, sides, inside of tailgate and top of box rails. Suggested eligible models include Dodge Ram 2500 Tradesman, Ford F-250 XL, GMC Sierra/Silverado 2500 WT.

- E2.11 Item No. 11 – 9500 lbs. GVWR Gasoline Engine 4WD Crew Cab 8 ft. box Pick-Up Truck, towing package c/w receiver hitch, brake controller and all applicable wiring and electrical hook-up, tubular side steps (OEM) cargo box liner covering floor, sides, inside of tailgate and top of box rails. Suggested eligible models include Dodge Ram 2500 Tradesman, Ford F-250 XL, GMC Sierra/Silverado 2500 WT.
- E2.12 Item No. 12 – 10,000 lbs. GVWR Gasoline or Diesel Engine 4WD Crew Cab 6 ft. box Pick-up Truck, current MGI, towing package c/w receiver hitch, brake controller and all applicable wiring and electrical hook-up, tubular side steps (OEM) cargo box liner covering floor, sides, inside of tailgate and top of box rails. Suggested eligible models include Dodge Ram 3500 Tradesman, Ford F-350 XL, GMC Sierra/Silverado 3500 WT.
- E2.13 Item No. 13 – 10,000 lbs. GVWR Gasoline or Diesel Engine 4WD Crew Cab 8 ft. box Pick-up Truck, current MGI, towing package c/w receiver hitch, brake controller and all applicable wiring and electrical hook-up, tubular side steps (OEM) cargo box liner covering floor, sides, inside of tailgate and top of box rails. Suggested eligible models include Dodge Ram 3500 Tradesman, Ford F-350 XL, GMC Sierra/Silverado 3500 WT.
- E2.14 Item No. 14 – 10,000 lbs. GVWR Gasoline or Diesel Engine 2WD or 4WD Extended Cab 8 ft. box Pick-up Truck w/Dump Body Insert, current MGI, towing package c/w receiver hitch, brake controller and all applicable wiring and electrical hook-up, tubular side steps (OEM) cargo box liner covering floor, sides, inside of tailgate and top of box rails, steel or aluminium dump body insert. Suggested eligible models include Dodge Ram 3500 Tradesman, Ford F-350 XL, GMC Sierra/Silverado 3500 WT.
- E2.15 Item No. 15 – 11,000 - 13,000 lbs. GVWR 2WD or 4WD Regular or Extended Cab Stake Body Truck, Dual Rear Wheels, stake body w/removeable or fold-down sides, current MGI, towing package c/w receiver hitch, brake controller and all applicable wiring and electrical hook-up, tubular side steps (OEM). Suggested eligible models include Dodge Ram 3500/4500 Tradesman, Ford F-350/450 XL, GMC Sierra/Silverado 3500 WT.
- E2.16 Item No. 16 – 11,000 - 13,000 lbs. GVWR 2WD or 4WD Regular or Extended Cab Stake/Dump Body Truck, Dual Rear Wheels, stake body w/removeable or fold-down sides, stake body shall have a hydraulic dump feature, current MGI, towing package c/w receiver hitch, brake controller and all applicable wiring and electrical hook-up, tubular side steps (OEM). Suggested eligible models include Dodge Ram 3500/4500 Tradesman, Ford F-350/450 XL, GMC Sierra/Silverado 3500/4500 WT.
- E2.17 Item No. 17 – 13,000 lbs. GVWR 2WD or 4WD Crew Cab Stake Body Truck, Dual Rear Wheels, stake body w/removeable or fold-down sides, current MGI, towing package c/w receiver hitch, brake controller and all applicable wiring and electrical hook-up, tubular side steps (OEM). Suggested eligible models include Dodge Ram 3500/4500 Tradesman, Ford F-350/450 XL, GMC Sierra/Silverado 3500 WT.
- E2.18 Item No. 18 – 16,000 lbs. GVWR 2WD or 4WD Crew Cab Dump Body Truck, Dual Rear Wheels, 9 ft. dump body w/fixed or fold-down sides, current MGI, towing package c/w receiver hitch, brake controller and all applicable wiring and electrical hook-up, tubular side steps (OEM). Suggested eligible models include Dodge Ram 4500 Tradesman, Ford 450 XL, GMC Sierra/Silverado 4500 WT.
- E2.19 Item No. 19 – 19,000 lbs. GVWR 2WD or 4WD Crew Cab Dump Body Truck, Dual Rear Wheels, 9 ft. dump body w/fixed or fold-down sides, current MGI, towing package c/w receiver hitch, brake controller and all applicable wiring and electrical hook-up, tubular side steps (OEM). Suggested eligible models include Dodge Ram 5500 Tradesman, Ford F-550 XL, GMC Sierra/Silverado 5500 WT.
- E2.20 Item No. 20 – 19,000 lbs. GVWR Diesel Engine 4WD Extended Cab Service Body Truck, 84 in CA chassis with a 120"L x 94"W x 42"H steel or aluminium service body with compartment shelving, <sup>3</sup>/<sub>16</sub> in. steel deck, current MGI, towing package c/w receiver hitch, brake controller and all applicable wiring and electrical hook-up, towing capacity of 17,000 lbs. or higher, tubular

side steps (OEM). Suggested eligible models include Dodge Ram 5500 Tradesman, Ford F-550 XL, GMC Sierra/Silverado 5500 WT.

E2.21 Item No. 21 – Decal Removal Fee – cost (per vehicle) to remove any decals installed by the City.

E2.22 Vehicles supplied under Items 1 - 7 of this Contract shall be of current or previous three (3) model years and shall be equipped with all components, features and accessories normally provided as standard for the model supplied. Vehicles supplied under Items 8 - 20 of this Contract shall be of current or any of the previous five (5) model years and shall be equipped with all components, features and accessories normally provided as standard for the model supplied. All vehicles shall have the following features:

Note: These specifications are in addition to the specifications listed for each individual vehicle type listed above.

- (a) Automatic transmission;
- (b) Air conditioning;
- (c) AM/FM radio;
- (d) Bluetooth technology, required for use with cellular phones, “hands-free” capable, voice command activated through vehicle’s radio circuit;
- (e) Floor mats (front and rear);
- (f) Spare tire and jack (Items 1- 7 only);
- (g) White colour vehicles are preferred; however, all vehicle colours will be accepted;
- (h) Two (2) sets of ignition/door keys;
- (i) Window sticker located on the inside, top-left corner of the window stating km of next service due;
- (j) A list of authorized service facilities for maintenance and repairs (see E7.4); and
- (k) A current Manitoba Safety Inspection (MGI) sticker (for vehicles 4536 kg GVWR and over).

### E3. LICENSING AND INSURANCE

E3.1 For all vehicles rented, the Contractor shall provide and pay for vehicle licensing and registration and at least the following minimum Autopac or automobile insurance coverage:

**Basic Insurance**

**Business Purpose**

Basic Third-Party Liability	\$500,000. <sup>00</sup>
Vehicle Damage Deductible	\$750. <sup>00</sup>
Physical damage covered for the full value of the rental vehicle	

E3.2 Manitoba Public Insurance (MPI) provides a maximum insured value of \$70,000 for vehicles under 16,300 kg. If a vehicle rented to the City is valued higher, the Contractor shall provide evidence of the excess maximum insured value through MPI Special Risk Extension (SRE) or other insurers providing insurance and licensed in the Province of Manitoba. The City will not be responsible for costs, damage or expenses arising from actions, claims, demands or proceedings for underinsured rental vehicles.

E3.3 Originals of the licensing and insurance documents and/or certificates of insurance documents shall be provided with each vehicle at the time of delivery. Photocopies of the insurance and registration shall not be acceptable. Certificates of insurance may be provided at the time that the Contractor is added to the call out list or upon delivery of rental units.

E3.4 The City of Winnipeg will provide its own third-party liability insurance in excess of the basic third-party liability coverage for all vehicles rented from this Tender. Evidence of such coverage will be provided upon request.

#### **E4. INSPECTION**

E4.1 All vehicles supplied under this Contract shall undergo an inspection by The City of Winnipeg prior to placing the equipment into service. Thorough examination of the equipment and successful completion of a full-performance test by the City shall be required as part of the inspection process. At its option, the City may discontinue the process upon finding a lack of conformance to the specifications. The deficiency shall then be rectified by the Contractor and the inspection process shall then commence anew.

E4.2 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.

#### **E5. NOTICE OF RETURN**

E5.1 For rentals under this Contract, the City of Winnipeg shall make every effort to establish the length of rental period when placing an order with the Bidder, however, the City of Winnipeg reserves the right to return vehicles prior to the rental period stated to the Bidder originally. Under these circumstances the City of Winnipeg agrees to provide the Bidder with a reasonable notice of return by e-mail as follows:

E5.1.1 Monthly rental – minimum of two (2) Business Days.

E5.2 Upon notification of return by the City, the Contractor shall remove the vehicle(s) from City property within two (2) Business Days.

#### **E6. DECALS**

E6.1 The City shall require corporate logos/decals on vehicles rented throughout this Contract. The Contractor shall be responsible for decal installation at the commencement of the rental and removal of decals upon completion of the rental period. The City shall supply all decals to the Contractor. The decals shall consist of two (2) medium sized City logo decals located one (1) on the front driver's side door and one (1) on the front passenger side door.

#### **E7. MAINTENANCE AND REPAIRS**

E7.1 The Contractor shall provide, at no additional cost, full maintenance and mechanical repairs for vehicles supplied under this Contract. The Contractor shall have a maintenance and repair facility located within 10 km of the City of Winnipeg limits. Maintenance and repairs shall include, but not be limited to:

- (a) manufacturer's recommended scheduled maintenance (e.g.) oil, filters, lubrication (c/w a visible service sticker indicating next service due), fluid changes, tune-ups as listed in the manufacturer's preventative maintenance schedules;
- (b) inspection and/or replacement of wearing components (e.g.) belts, brakes, suspension; and
- (c) repair or replacement of abnormal failures (e.g.) tire blowouts, loose trim, electronics failure.

E7.2 The Contractor shall not be responsible for repair of tires due to road damage or windshield stone chips.

E7.3 If a vehicle is unavailable for use by the City of Winnipeg due to maintenance or mechanical repairs (including warranty repair work) for a period exceeding one (1) Business day, the

Contractor shall provide a replacement vehicle(s) comparable to the rental vehicle at no additional cost to the City of Winnipeg.

- E7.4 The Contractor shall place a list in the glovebox of authorized service facilities for all maintenance and repairs. The list shall include company names, addresses and telephone numbers.

## **E8. DAMAGES**

- E8.1 Category 1 – Normal Wear and Tear;

E8.1.1 When a unit is picked-up by the Contractor at the end of the rental period, the Contractor shall note that the City of Winnipeg shall not be charged for normal wear and tear including, but not limited to, small body scratches (interior and exterior) and dents, paint discoloration, and body stone chips as well as minor repairs that may be necessary incidental to installation and removal of a two way mobile radio, warning beacons, directional arrow boards and decaling.

E8.1.2 The City of Winnipeg shall not be charged for normal wear and tear of cargo box liners. Normal wear and tear of box liners shall include, but not be limited to, abrasions, scuffs and small cuts.

- E8.2 Category 2 – Cosmetic Damages;

E8.2.1 When a unit is picked-up by the Contractor at the end of the rental period and the vehicle has damages beyond the scope of Normal Wear and Tear, including large dents, body and fender scrapes, bumper and/or window damages, cracked or broken lights/lenses, the Contractor may perform collision and/or damage repairs under the terms of the applicable insurance and claims settlement. The Contractor shall contact the Contract Administrator prior to having the collision and/or damage repairs performed.

E8.2.2 When a unit is picked-up by the Contractor at the end of the rental period and there is a discrepancy between Category 1 Normal Wear and Tear and Category 2 Cosmetic Damages (i.e., damage in excess of normal wear and tear), the Contractor shall contact the Contract Administrator. Details of the vehicle wear or damage shall be provided to the Contract Administrator who shall investigate or shall cause to have the Winnipeg Fleet Management Agency (WFMA) investigate the Contractor's claims.

E8.2.3 If the vehicle condition has been determined that damages are beyond the scope of Normal Wear and Tear and not related to vandalism, the City of Winnipeg shall take responsibility of the damages, however, the WFMA has the right to have a third party inspect and estimate vehicle damage repairs. In such cases, the Contractor has the right to have the repairs performed at a repair facility of his/her choosing, however, the cost shall not exceed that of the third-party estimate. The unit in question shall remain "as is" until the claim has been resolved. The Contractor shall have no claim against the City of Winnipeg for any costs to rectify any wear or damage where the wear or damage was rectified without the consent of the Contract Administrator.

E8.2.4 The City of Winnipeg shall attempt to provide damage reports and details of vehicle damages, however, in no circumstances will the rental period extend past two (2) Business Days from the Notice of Return due to Category 2, Cosmetic Damages. When the City provides damage report(s) and details of vehicle damage, within a reasonable time at the end of the rental period, the City will have the right to request that the Contractor open a claim with MPIC and will pay the applicable deductible upon receipt of MPIC's determination that the City and/or its driver to be at fault.

- E8.3 Category 3 – Extensive Damages;

E8.3.1 Upon the event that a rented vehicle is involved in a collision or sustains extensive damages that renders the unit inoperable, The City shall contact the Contractor as soon as possible with an accident report and details of vehicle damages. At that point, the Contractor shall make the arrangements to have the vehicle removed from City property



within two (2) Business Days. The Contractor may then perform collision repairs under the terms of the applicable insurance and claims settlement. The City shall be provided with an invoice for the deductible along with a copy of the determination of liability from Manitoba Public Insurance or other insurers, if insured elsewhere, indicating that the driver has been found at fault. Upon receipt of said documents, the City shall remit the applicable deductible to the Contractor.

E8.3.2 Upon removal of the damaged vehicle from City property, the Contractor shall supply a similar, replacement vehicle at the same rate listed on the Purchase Order.

E8.3.3 If a replacement vehicle is not available by the Contractor, the City shall attempt to acquire a replacement vehicle from the next lowest bidder as per the procedure stated in E2.1. In addition, if a replacement vehicle is not available by the Contractor, in no circumstances will the rental period for the damaged vehicle extend past two (2) Business Days from the date of the accident notification by the City.

## **E9. TRAFFIC ENFORCEMENT CAMERA VIOLATIONS**

E9.1 Upon receipt of a traffic enforcement camera violation, the Contractor shall be responsible for paying the initial infraction within the time period stated on the offence notice. The Contractor shall then forward an invoice to the City including proof of violation of the traffic infraction which shall be paid by the City within thirty (30) Calendar days.

E9.2 Invoices from the Contractor and proof of violation shall be sent to [fmainv@winnipeg.ca](mailto:fmainv@winnipeg.ca).

E9.3 In no circumstances will the City be invoiced from the Contractor where a default penalty was added if payment or response was not received by the due date on the offence notice.

## **E10. CONTRACTOR PERFORMANCE**

E10.1 The WFMA shall be tracking Contractor performance for issues including, but not limited to, delivery, conformance to specifications, maintenance and repairs, invoicing, collision repairs, wear and tear discrepancies, etc. The WFMA shall retain records of the Contractor's historical performance for consideration on future rental vehicle Contracts.