

**PART A**

**TENDER SUBMISSION**

**FORM A: TENDER**  
(See B7)

1. Project Title LEASE OF SELF-PROPELLED ROAD PATCHING MACHINES

2. Bidder

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Street

\_\_\_\_\_  
City Province Postal Code

(Mailing address if different)

\_\_\_\_\_  
Street or P.O. Box

\_\_\_\_\_  
City Province Postal Code

The Bidder is:

(Choose one)

a sole proprietor

a partnership

a corporation

Carrying on business under the above name.

3. Contact Person

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

\_\_\_\_\_  
Contact Person Title

\_\_\_\_\_  
Telephone Number Facsimile Number

4. Definitions

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

5. Offer

The Bidder hereby offers to perform the Work in accordance with the Contract for the Price(s), in Canadian funds, set out on FORM B: PRICES, appended hereto.

6. Subcontractors The Bidder agrees that, if he subcontracts any portion of the Work, he shall employ only Subcontractors who have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, or who are fully capable of performing the Work required to be done in accordance with the terms of the Contract.

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

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

No. \_\_\_\_\_ Dated \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Time This offer shall be open for acceptance, binding and irrevocable for a period of ninety (90) Calendar Days following the Submission Deadline.

10. Signatures In witness whereof the Bidder or the Bidder's authorized official or officials have signed this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed and sealed in the presence of:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)

Signature of Bidder or Bidder's Authorized Official or Officials

\_\_\_\_\_

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

\_\_\_\_\_

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

SEAL

**FORM B: PRICES**  
 (See B8)

LEASE OF SELF-PROPELLED ROAD PATCHING MACHINES

UNIT PRICES

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT PRICE PER MONTH PER VEHICLE (A)	QUANTITY OF VEHICLES (B)	TERM OF LEASE (C)	EXTENDED AMOUNT (A x B x C)
1	Self-Propelled Road Patching Machine	03047	\$ _____	3	35 Months	\$ _____
<p>M.R.S.T. and G.S.T. extra (where applicable) – Do not include in Total Bid Price.</p> <p><b>TOTAL BID PRICE (in figures) \$</b> _____</p> <p><b>(in words)</b> _____</p> <p>_____</p>						

\_\_\_\_\_  
 Name of Bidder

**DETAILED SPECIFICATIONS 03047**  
**SELF-PROPELLED ROAD PATCHING MACHINE**  
*(Street Maintenance)*

**1.0 INTENT**

- 1.1 It is the intent of these specifications to describe the lease of a self-propelled road-patching machine. The road-patching equipment shall be mounted on a single rear axle, cab-over type truck chassis. The lease shall include full service and maintenance on the entire vehicle to be performed by the Contractor.
- 1.2 The leased road-patching vehicle, including the cab and chassis, shall be the manufacturer's latest model as may be modified by these specifications. The vehicle shall be furnished complete and ready for use. Any parts not specifically mentioned but which are required to complete and place the unit in successful operation shall be furnished as though specifically mentioned in these specifications. The complete unit, and all parts thereof, shall conform in strength and quality of material and workmanship, to the best standards and engineering practice of the industry.
- 1.3 The ratings specified herein state the minimum values acceptable to the City, not implying that these values are sufficient for the design of the particular unit being bid.

**2.0 STANDARDS**

- 2.1 All applicable SAE Standards form an integral part of these specifications and shall have precedence in any conflict concerning minimum acceptable standards.
- 2.2 The completed road-patching vehicle mounted on the cab and chassis shall comply with the Canada Motor Vehicle Safety Act and the Manitoba Highway Traffic Act and all regulations thereunder.
- 2.3 The vehicle shall be complete with a current Manitoba Safety Sticker affixed to the driver's side window. The certification shall be renewed by the Contractor throughout the duration of the lease as required by Province of Manitoba safety regulations.

**3.0 QUALIFICATIONS OF MANUFACTURER & CONTRACTOR**

- 3.1 The manufacturer of the road-patching vehicle shall have a minimum of five (5) years continuous experience manufacturing road-patching equipment of the type being offered.

Note: Upon request of the Contract Administrator, Bidders shall supply (within three (3) business days) a detailed description of the manufacturer's experience and qualifications.

- 3.2 The manufacturer shall have in effect a documented quality control program ensuring that the quality of materials and workmanship, including welding, conforms to the best standards and engineering practice of the industry.
- 3.3 The Contractor shall have a minimum of five (5) years continuous experience servicing, repairing and maintaining road-patching equipment of the type being offered.

**4.0 INSTRUCTIONS FOR COMPLETION OF SPECIFICATIONS**

- 4.1 All items in these specifications must be answered indicating compliance or non-compliance. **Bidders shall state "yes" for compliance or state deviation, or state the information requested.** All deviation shall be clearly stated and fully detailed. Alternatives shall be considered in accordance with the bidding instructions.
- 4.2 Bidders shall fill in every blank. **Failure to do so may be used as a basis for rejection of bid.**

## 5.0 TERMS OF LEASE

5.1 The length of the lease shall be **thirty-five (35) months, commencing April 1, 2004**. The equipment shall be leased to the City from April 1 to October 31 each year between the years of 2004-2008. Notwithstanding Section D9 of the Supplemental Conditions, the equipment shall be picked-up by the Contractor and removed from City property on November 1 each year between the years of 2004-2008. Similarly, the equipment shall be delivered to the City each year on April 1 until 2008.

Note: If pick-up and delivery days fall on a weekend, the equipment shall be picked-up or delivered by the Contractor on the following business day.

5.2 The City reserves the right to extend the lease a further fourteen (14) months (i.e., April 1-October 31, 2009 and April 1-October 31, 2010) depending on equipment requirements, at the same lease rate bid for Item 1 on Form B: PRICES. The City will notify the Contractor fifteen (15) calendar days prior to the termination date of the lease period if an extension of the lease is required.

5.3 The estimated utilization of the road-patching machine is 200 hours per month. If the vehicle is returned by the City with an excess of 200 hours per month (i.e., 7000 hours total between April 1, 2004 and October 31, 2008, or 9800 hours between April 1, 2004 and October 31, 2010) the Contractor may charge an hourly rate for the machine over and above the lease rate. If applicable, the additional hourly rate paid by the City will be \$50.00/hour.

5.4 Bidders shall state the rental cost per month, as indicated on Form B: PRICES. The monthly rate shall include the cost of a full maintenance and service contract. The Contractor shall be responsible for maintenance of the complete machine including replacement of any components that fail during normal operation of the machine.

5.5 For equipment leased under this contract, the Lessor shall repair or rectify any defects in workmanship, construction and materials, and shall repair or replace without additional cost to the City, any component that has become defective and not proven to have been caused by negligence on the part of the user throughout the entire duration of the lease Contract.

5.6 The road-patching machine is of vital importance to the City in providing essential services and, accordingly, all repair items brought to the attention of the Contractor by the City shall be rectified expediently. The City reserves the right to effect repairs to the vehicle, at full cost to the Contractor, should the Contractor fail to perform in a timely manner.

5.7 Should the Contractor dispute the City's decision on repair work required (as stated in Section 5.6) the Contractor shall contact the Contract Administrator. Details of the unit's defects or damage shall be provided to the Contract Administrator, who shall investigate the Contractor's claims. The unit shall remain as is until the claim has been resolved. The Contract Administrator shall have the final decision in disputes regarding repair work. The Contractor shall have no claim against the City for any costs to rectify defects or damage where defects or damage was rectified without the consent of the Contract Administrator.

5.8 The City shall be responsible for the following items for equipment leased under this Contract:

- Licensing and insurance coverage for the equipment;
- Repair of damage to the equipment where damage has proven to have been caused by negligence on the part of the City;
- Repair or replacement of damaged tires due to road hazards;
- Normal operating and maintenance supplies including daily and weekly maintenance such as greasing and cleaning.
- Fuel, aggregate and liquid emulsion.

- 5.9 The Contractor shall be responsible for the following items for equipment leased under this Contract:
- All scheduled maintenance including (but not limited to) oil and filter changes, and regular service adjustments as recommended by the equipment and chassis manufacturers;
  - All repairs due to mechanical failure or malfunction;
  - Towing costs (if unit is immobile);
  - All parts and labour costs (excluding items listed in Section 5.8);
  - Tires due to normal wear.
- 5.10 The road-patching machine (including the cab & chassis) shall be a 2003 model year or newer, shall have less than 500 operating hours on the entire machine and shall be in excellent operating condition. The Fleet Management Agency will evaluate the condition of used machines bid as required.
- 5.11 The Contractor shall authorize the City of Winnipeg Repair Facilities to perform minor repairs and breakdowns during evenings, nights and weekends as required. The extent of the repairs shall be limited to a maximum of 4-hours per unit per breakdown. For all other repairs, or repairs requiring more than 4-hours labour, the City shall contact the Lessor the following business day. Any work performed by the City shall be charged to the Contractor at the Repair Facility's shop rate in effect at the time the work is performed (for example, shop rate for 2004: \$65.00/hour).
- 5.12 The Contractor shall strive to minimize downtime, i.e., the time that the road-patching machine is not available for use by the City. Downtime shall include the time that the machine is required by the Contractor, during regular working hours, for regular scheduled servicing or for maintenance of the machine required to correct failures not proven to have been caused by negligence of the user.
- 5.12.1 On days, or during times that the equipment is not in use by the City, the City shall make the road-patching machine available to the Contractor to perform maintenance and repairs described in Sections 5.5 and 5.12. Said days or times shall not be considered downtime.
- 5.12.2 All regular scheduled maintenance (such as oil changes, filters, etc.) shall be performed by the Contractor either at 1220 Pacific Avenue or at the Contractor's facility. If regular scheduled maintenance is to be performed at the Contractor's facility, the Contractor shall be responsible for pick-up and delivery of the equipment. Said times shall be pre-arranged by the Contractor a minimum of two (2) working days prior to the maintenance performed.
- 5.13 If the machine is unavailable for use due to warranty, repair or maintenance for more than three (3) calendar days, the Contractor shall provide (upon request of the Contract Administrator) a replacement unit at no additional cost to the City. The requirement for a replacement unit is not applicable in the case of an insurance claim or due to damage caused by misuse or negligence on the part of the user.
- 5.14 The lease agreement shall be terminated at any time at the discretion of the Contract Administrator due to poor performance or continual breakdowns.
- 5.14.1 Due to the termination of the lease agreement as per clause 5.14, the City of Winnipeg shall not be responsible for the balance of payment. The lease agreement shall be prorated accordingly.
- 5.15 The equipment shall be delivered, serviced and ready for operation, F.O.B. to the Fleet Management Agency, 770 Ross Avenue, Winnipeg, Manitoba, no later than 9:00 am on the lease commencement date.

5.16 Bidder shall acknowledge compliance with the specifications and requirements of Items 5.1 to 5.15 inclusive.

State yes or no. \_\_\_\_\_

**6.0 TYPE**

6.1 State make and model of machine being bid: \_\_\_\_\_

**7.0 PERFORMANCE**

7.1 The road-patching machine shall be capable of consistent top performance of patching holes and cracks in City streets while being safely and efficiently controlled by one (1) operator while operating within the confines of one (1) traffic lane. \_\_\_\_\_

7.2 The unit shall be capable of consistent top performance for the functions stated in Section 7.1 during the spring, summer and fall environments which are normal to the City of Winnipeg. \_\_\_\_\_

**8.0 WEIGHT DISTRIBUTION**

8.1 The road patching machine shall not exceed the City of Winnipeg’s limit for gross vehicle weight, axle and tire loads with the unit (including the chassis) fully fuelled and operational with one (1) operator, including a full payload of emulsion and 8,000 lbs. of aggregate.

Note: The City of Winnipeg and the Province of Manitoba limit the gross vehicle weight and axle and tire loads to:

- Front axle (steering axle) – 16,094 lbs. (7300 kg).
- Rear axle (single axle) – 20,062 lbs. (9100 kg).
- Tire load – 9 kilograms for each millimetre width of tire (approx. 500 lbs. per inch of tire width).

8.2 State weight distribution of the complete vehicle with the unit fully fuelled, with one (1) operator, a full payload of liquid emulsion, and 8,000 lbs. of aggregate:

8.2.1 Front axle weight – state weight (lbs.). \_\_\_\_\_

8.2.2 Rear axle weight – state weight (lbs.). \_\_\_\_\_

**9.0 CAB & CHASSIS**

9.1 Type – cab over engine with tilting cab. State make and model of chassis being bid. \_\_\_\_\_

9.2 Wheelbase – state. \_\_\_\_\_

9.3 GVWR – 32,000 lbs. (14 515 kg) minimum, state. \_\_\_\_\_

9.3.1 Front GAWR – 12,000 lbs. (5443 kg) minimum, state. \_\_\_\_\_



- 9.3.2 Rear GAWR – 20,000 lbs. (9072 kg) minimum, state. \_\_\_\_\_
- 9.4 Front tires – state size. \_\_\_\_\_
- 9.4.1 Rear tires – state size. \_\_\_\_\_
- 9.5 Engine – inline 6-cylinder diesel, state make and model. \_\_\_\_\_
- 9.5.1 Horsepower – 200 hp gross minimum, state. \_\_\_\_\_
- 9.5.2 Torque – 520 lb-ft minimum, state. \_\_\_\_\_
- 9.5.3 Block heater – immersion type, 750 watt minimum with covered, recessed male plug. \_\_\_\_\_
- 9.5.4 Batteries – dual, 1,000 CCA minimum. \_\_\_\_\_
- 9.6 Transmission – Allison automatic, state model. \_\_\_\_\_
- 9.7 Brakes – air brakes, ABS, S-cam drum brakes, front and rear. \_\_\_\_\_
- 9.7.1 Slack adjusters – clearance sensing, automatic type. \_\_\_\_\_
- 9.7.2 Parking brake – spring set, two (2) chamber system. \_\_\_\_\_
- 9.7.3 Dust shields – required, front and rear. \_\_\_\_\_
- 9.7.4 Moisture ejector – heated type, in wet tank. \_\_\_\_\_
- 9.7.5 Drain valves – manual, chain or cable operated, required on each tank except wet tank. \_\_\_\_\_
- 9.7.6 Air compressor – water-cooled, pressure lubricated, minimum 12 cfm. \_\_\_\_\_
- 9.7.7 Air dryer – heated type, state make and model being bid. \_\_\_\_\_
- 9.8 Fuel tank – 170 L capacity minimum, fully fuelled upon delivery. \_\_\_\_\_
- 9.8.1 Fuel/water separator – required. \_\_\_\_\_
- 9.9 Steering – power. \_\_\_\_\_
- 9.10 Driver seat – air suspension type. \_\_\_\_\_
- 9.10.1 Passenger seat – required. \_\_\_\_\_
- 9.11 Radio – AM/FM. \_\_\_\_\_
- 9.12 Air conditioning – required, factory installed. \_\_\_\_\_
- 9.13 Sun visors – dual flip-up. \_\_\_\_\_
- 9.14 Starter switch – key operated with three (3) sets of keys. \_\_\_\_\_

9.15 Exterior mirrors – dual West Coast, 7" x 16" minimum. \_\_\_\_\_

9.15.1 Convex mirrors – 6" auxiliary, mounted below West Coast mirrors. \_\_\_\_\_

9.16 Windshield wipers – dual speed electric with intermittent. \_\_\_\_\_

9.17 Cab colour – white. \_\_\_\_\_

9.18 Flare kit – three (3) triangular reflectors, CVSA approved. \_\_\_\_\_

**10.0 ROAD PATCHING MACHINE**

10.1 Aggregate hopper – minimum 5 yd<sup>3</sup> (3.8 m<sup>3</sup>) capacity. \_\_\_\_\_

10.1.1 State hopper capacity and general design details. \_\_\_\_\_

10.1.2 Hopper shall be equipped as required to permit loading with a 3½ yd<sup>3</sup> (2.7 m<sup>3</sup>) loader bucket. \_\_\_\_\_

10.1.3 Hopper cover/tarp – required, state type. \_\_\_\_\_

10.2 Air system – high volume, low pressure, positive displacement blower. \_\_\_\_\_

10.2.1 Blower drive system – transmission PTO or liquid cooled auxiliary engine driven, state type. \_\_\_\_\_

10.2.1.1 Transmission PTO driven systems shall utilize a constant mesh PTO, Muncie Powerclutch or equal. PTO driven systems shall be operable with the transmission in Drive, i.e., "Patch-on-the-go". \_\_\_\_\_

10.2.3 Blower inlet air filter – heavy duty, high efficiency, 2-stage dry type with replaceable element, Donaldson or equal. The air filter shall be located to minimize the intake of dust and contaminants. \_\_\_\_\_

10.3 Emulsion tank – minimum 250 Imperial gallons (300 US gal.) capacity, insulated. \_\_\_\_\_

10.3.1 State tank capacity, general design and filler provision. \_\_\_\_\_

10.3.2 Emulsion tank heater – required, state type. \_\_\_\_\_

10.4 Emulsion flush system – required with minimum 25 Imperial gallon (30 US gal.) flush tank. \_\_\_\_\_

10.5 Aggregate delivery hose – abrasion resistant, non-kinking type. \_\_\_\_\_

10.6 Oil line – heated from tank to the boom tip. \_\_\_\_\_

10.7 Discharge boom – front mounted at centre of cab, hydraulically actuated. \_\_\_\_\_

10.7.1 Boom controls – in-cab, electric over hydraulic controls for emulsion, boom swing, extension and elevation. Controls for boom movement and emulsion shall be operable on the joystick or on the control console and shall be operable with the right hand from a normal driving position. \_\_\_\_\_

10.8 Hydraulic system – capacity to meet system requirements with filtration in accordance with the manufacturer’s recommendations. \_\_\_\_\_

10.9 Vibration system and heat kit – as required for summer and mild winter operation. State equipment supplied. \_\_\_\_\_

10.10 Hopper colour – white to match cab colour. \_\_\_\_\_

**11.0 ELECTRICAL AND LIGHTING**

11.1 All vehicle lighting shall conform to C.M.V.S.S. and Manitoba Highway Traffic Act requirements. \_\_\_\_\_

11.2 Supplier installed lighting shall be Truck-Lite (except otherwise noted) and shall include the following components:

11.2.1 Combination stop, turn and taillights – P/N 44302R, one (1) per side with P/N 40700 mounting grommets, flush or recessed mounted. \_\_\_\_\_

11.2.1.1 Flash rate – resistors required in flashing circuit to provide 70-90 flashes per minute. \_\_\_\_\_

11.2.2 Back-up lights – P/N 44206C, one (1) per side with 40700 mounting grommets. \_\_\_\_\_

11.2.3 3-Light cluster – three (3) P/N 10250R with P/N 10700 mounting grommets. \_\_\_\_\_

11.2.4 Clearance lights – P/N 10250R and 10250Y with P/N 10700 mounting grommets. \_\_\_\_\_

11.2.5 License plate lamp – P/N 15040, complete with license plate bracket. \_\_\_\_\_

11.2.6 Lighting harnesses – Truck-Lite 50 Series Harness system, properly routed and secured. \_\_\_\_\_

11.2.7 Junction box – P/N 50400, complete with necessary compression fittings, required for all vehicle lighting harness connections, located inside rear of truck frame. \_\_\_\_\_

11.3 Back-up alarm – 97 dB(A) minimum. \_\_\_\_\_

11.4 All plug-in connectors shall be coated with Truck-Lite NYK Compound prior to assembly. \_\_\_\_\_

11.5 All OEM installed wiring shall be colour coded, loomed, properly secured and protected from damage. \_\_\_\_\_

11.5.1 All electrical connectors or joining of wires shall be crimped and soldered, then sealed using heat shrink tubing. (Crimp on electrical connectors for joining wires

are not acceptable).

11.5.2 All holes required for routing wiring shall be drilled (not punched), grommeted and sealed as required.

11.6 Arrow board – LED, rear mounted sequential Chevron type with in-cab controls.

11.7 Mini light bars – two (2) Grote 76813, one (1) mounted on cab roof and one (1) mounted at the rear of the unit in a visible location.

11.8 Rear view camera – Clarion CC83OG camera, mounted at rear of vehicle.

11.8.1 Monitor – Clarion CJ-711F, in-cab mounted in ergonomic location.

**12.0 DIMENSIONS**

12.1 Overall length – state with boom in travel position.

12.2 Overall width – state.

12.3 Overall height – state.

**13.0 CERTIFICATION**

13.1 The Contractor shall be responsible for obtaining certifications for any pressure vessel(s) by the Manitoba Department of Labour.

13.2 Certificates for the pressure vessels shall be delivered with the unit.

13.3 The Contractor shall supply all preparatory and compliance certificates necessary for road use at time of delivery.

**14.0 MANUALS AND LITERATURE**

14.1 The Contractor shall provide two (2) sets of operational manuals and two (2) sets of maintenance manuals for the road patching machine for use by the City during the lease period.

14.1.1 Bidders shall supply detailed drawing(s) or literature of the road patching machine with their bid.

14.1.2 Bidders shall supply detailed specifications and/or literature of aggregate and liquid emulsion best suited for the road patching machine being bid.

**15.0 TRAINING**

15.1 The Contractor shall be required to provide training (at the Contractor's expense) for the City of Winnipeg maintenance and operating personnel. The training shall be divided into two separate sessions, one for maintenance personnel and one for operating personnel. The duration of the sessions shall be as long as required for adequate familiarization and orientation of the equipment to the satisfaction of the Contract Administrator. The training shall be conducted in Winnipeg at a time and location designated by the Contract Administrator.

Note: Pricing should be based on two (2) working days for maintenance personnel and two (2) working days for operating personnel. Final payment of the equipment will not be issued until successful completion of training has been conducted to the satisfaction of the Contract Administrator.

**16.0 SERVICE FACILITY**

16.1 The Contractor shall have a service and maintenance facility located within 10 km of the boundaries of the City of Winnipeg.

\_\_\_\_\_

**17.0 PARTS AVAILABILITY**

17.1 Regular maintenance and servicing parts shall be stocked at the Contractor's service facility.

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17.2 All other parts not normally stocked for the equipment being bid shall be made available to the City of Winnipeg within 48 hours of notification.

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**18.0 WARRANTY**

18.1 The Contractor shall warrant the entire road patching machine and all parts thereof against any defects of workmanship, construction and materials, and agrees to repair or replace, without cost to the City, any article that has become defective and not proven to have been caused by negligence on the part of the user within the entire lease period (including any lease extensions).

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**QUESTIONNAIRE**

1.0 **LIST** any significant features that will be supplied standard on the unit being offered, but were not specifically mentioned in the Detailed Specifications:

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2.0 **LIST** three current users of the offered model:

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3.0 **STATE** the location of the service facility:

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4.0 Does the equipment being offered meet or exceed the minimum requirements of the Detailed Specifications?

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5.0 **LIST** any deviations that might be considered less than equal to the Detailed Specifications:

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