

PART A

TENDER SUBMISSION

FORM A: TENDER

(See B7)

1. Project Title LEASE OF 28 HORSEPOWER OUTFRONT MOWERS

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 Unit 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 The prices bid shall be open for acceptance, binding and irrevocable for a period of sixty (60) Calendar Days following the Time and Date Set for the Final Receipt of Tenders in BI:4, except that the availability of the used goods bid may be subject to bona fide prior sale.

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:

Signature of Bidder or Bidder's Authorized Official or Officials

(Witness)

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

(Witness)

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

SEAL

FORM B: PRICES

LEASE of 28 HORSEPOWER OUT FRONT MOWERS

PLEASE NOTE: This contract will be awarded as a “whole” (Total Bid Price), and not by unit.
 Bidders are required to complete entries for all items in this table (Form B: Prices).

UNIT PRICES When entering prices into the table below, **do not** include
 Tire tax, Federal and Provincial Taxes (Goods and Services Tax (GST) and Manitoba Retail
 Sales Tax (PST)).
 These taxes shall be extra See Clause B 8.4

ITEM	DESCRIPTION SPECIFICATION REFERENCE 04 - 004	A <u>UNIT PRICE</u> per MONTH per UNIT enter a price for a full warranty lease on a quantity of one(1) unit for a period of one(1) month	B APPROX QUANTITY	C TERM of LEASE	<u>EXTENDED AMOUNT</u> (A X B X C)
1	28 H.P. - 4 X 4 - OUTFRONT MOWERS with Rear Discharge and 60” DECK				
		\$ _____	10	60 MONTHS	\$ _____
2	28 H.P. - 4 X 4 - OUTFRONT MOWERS with Rear Discharge and 72” DECK				
		\$ _____	100	60 MONTHS	\$ _____
3	SNOWBLOWER and ENCLOSED CAB as attachments for the unit offered under ITEM 1				
		\$ _____	1 set	60 MONTHS	\$ _____
TOTAL BID PRICE (in FIGURES)					\$ _____
<p><u>(in WORDS)</u></p> <p>_____</p> <p>_____</p>					

 Name of Bidder

DETAILED SPECIFICATIONS 04 - 004**LEASE of 28 HORSEPOWER OUTFRONT MOWERS****(five (5) year lease)****1.0 INTENT**

1.1 It is the intent of these specifications to describe

Twenty-eight (28) horsepower four wheel drive outfront mowers with rear discharge and other equipment and features as specified herein.

This tender is structured to procure 28 horsepower outfront mowers for the City of Winnipeg under a five(5) year, full warranty lease agreement. The City reserves the right to extend the contract beyond the initial period of five(5) years for up to and including two(2)additional option years, with a full warranty lease agreement which will also form part of this contract.

1.2 Eligible models acceptable to the City for new machines are

John Deere 1445

Kubota F - 3060

Toro 328 – D

1.3 The mowers shall be a 2004 model year or newer.

1.4 The mowers, including the mower decks and snowblower, shall be the manufacturer's latest model as may be modified by these specifications. The mowers shall be furnished complete and ready for use. Any parts not specifically mentioned but which are required to complete and place the mowers in successful operation shall be furnished as though specifically mentioned in these specifications. The complete mower units, and all parts thereof, shall conform in strength and quality of material and workmanship, to the best standards and engineering practice of the industry.

1.5 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.

1.6 The contract outlined for the acquisition of new mowers provided under the five(5) year lease agreement for all items specified in Form: B Schedule of Prices will be awarded as a whole (Total Bid Price), and not by item.

2.0 EQUIPMENT SERVICING, MAINTENANCE and REPAIR

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

- Insurance
- Oil and oil filter changes with O.E.M. products as recommended by the Contractor
- All regular scheduled maintenance including regular service adjustments as recommended by the equipment manufacturer. This would include, but not limited to, such items as blade sharpening and belt adjustments etc.
- Repair of damage to the equipment where damage has proven to have been caused by negligence on the part of the City.
- Normal operating and maintenance supplies including daily and weekly maintenance such as greasing and cleaning.

- Repair or replacement of damaged tires due to road hazards;
- Replacement of tires due to normal wear.
- Fuel

2.2 The Contractor shall be responsible for the following items for equipment leased under this Contract:

- All warranty issues which would include but not limited to repairs due to mechanical failure or malfunction
- Towing costs (if unit is immobile), if related to warranty issues
- All parts and labour costs (excluding items listed in Section 2.1)

3.0 EQUIPMENT ROTATION

- 3.1 The successful Bidder may at any time exchange any number of mowers previously provided, with new mowers, each with a newly offered, full warranty lease agreement covering the remainder of , or duration of the Contract, which would include the possibility of two(2) added option years.
- 3.2 The successful Bidder may at any time, rotate the mowers within the City's fleet at the discretion of the Bidder.

4.0 EQUIPMENT STORAGE

- 4.1 In reference to the storage of the mowers in the "off" season or winter months, the Contractor shall choose one of the following three(3) options:
- a) The Contractor may pick up "**all**" the mowers on the first business day after October 15 and store them in their own facility. The mowers must be returned ready for operation to the City by no later than the first business day after April 15 of the following year.
 - b) The Contractor may pick up "**a partial quantity**" of the mowers on the first business day after October 15 and store them in their own facility. The City will retain the balance of the quantity of the mowers and will provide storage.
The quantity of mowers picked up by the Contractor must be returned ready for operation to the City by no later than the first business day after April 15 of the following year.
 - c) The City will store "**all**" the mowers on behalf of the Contractor.
- 4.2 If the Contractor chooses to store any portion or all of the mowers on City property (b or c above), the Contractor shall be made aware of the following criteria:
The City will store the mowers on several secured sites. The mowers will be exposed to the natural environmental elements on the unenclosed sites. The mowers will not be covered. The Contractor may be allowed to visit the sites and cover the mowers, at the Contractors time and expense.
- 4.3 The Contractor shall choose one of the storage options outlined in Clause 4.1 above (a , b , c), by completion of this specification clause.

STORAGE OPTION _____

5.0 TERMS of LEASE

- 5.1 The length of the lease shall be **sixty (60) months, commencing from the first business day following April 15/2004**. The equipment shall be made available and operational upon delivery to the City, each year between the years of 2004-2008 inclusive.

- 5.2 The City reserves the right to extend the lease a further twenty-four (24) months, depending on equipment requirements, at the same lease rate bid for Items 1 , 2 and 3 (all items) 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 Contractors shall state the rental cost per month, as indicated on Form B: PRICES. The monthly rate shall include the cost of all warranty repair work including replacement of any components that fail during normal operation of the machine.
- 5.4 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.
- 5.5 Further to GC 8.02, the lease agreement shall be terminated at any time at the discretion of the Contract Administrator due to poor performance or continual breakdowns.
- 5.5.1 Due to the termination of the lease agreement as per clause 5.5 the City of Winnipeg shall not be responsible for the balance of payment. The lease agreement shall be prorated accordingly.
- 5.6 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.
- 5.7 The Contractor shall acknowledge compliance with the specifications and requirements of Clauses 1.0 to 5.6 inclusive stated above.

STATE - YES or NO _____

DETAILED SPECIFICATIONS 04 - 004

LEASE of 28 HORSEPOWER OUTFRONT MOWERS

6.0 TRACTOR TYPE

Eligible Models : KUBOTA F – 3060 JOHN DEERE 1445 TORO 328 – D

6.1 Shall be one of the eligible models listed above and shall be a four(4) wheel drive, diesel powered, outfront rotary mower tractor with a minimum of “ **28** “ gross horsepower.

Shall be capable of being coupled with “either” a **60 INCH** width outfront rotary mower deck with rear discharge or a **72 INCH** width outfront rotary mower deck with rear discharge

6.2 State make and model of mower tractor being bid : _____

7.0 INSTRUCTIONS FOR COMPLETION OF SPECIFICATIONS

7.1 All items in these specifications must be answered indicating compliance or non-compliance. **Bidders shall state “yes” for compliance or state deviation**, or give reply where requested to do so. Deviations shall be clearly stated and fully detailed. Alternatives will be considered subject to evaluation.

7.2 Each bidder is required to fill in every blank. **Failure to do so may be used as a basis for rejection of bid.**

8.0 PERFORMANCE

8.1 Shall be capable of consistent top performance for boulevard, lawn, and golf course maintenance, during the summer environment normal to the City of Winnipeg. _____

9.0 ENGINE AND ENGINE EQUIPMENT

9.1 Engine – 4 cycle, diesel fuelled, liquid cooled with full pressure lubrication system and direct fuel injection _____

9.2 Gross Horsepower – minimum 28 H.P. - State _____

9.3 Oil filter – full flow, spin-on. _____

9.4 Cooling system – automotive style radiator with water pump. _____

9.5 Air cleaner – two stage, pre cleaner, HD air cleaner c/w replaceable element. _____

9.6 Air cleaner restriction indicator required. Shall be externally mounted in a prominent, highly visible location. _____

9.7 Fuel filter – replaceable element type. _____

9.8 Water separator OR Dry separators with primary and secondary filtration _____

9.9 Fuel tank – Minimum 24 Litres capacity - State _____

10.0 ELECTRICAL SYSTEM

10.1 Type – 12-volt negative ground. _____

10.2 Battery – minimum 425 CCA. _____

10.3 Alternator – minimum 40 amp. _____

10.4 Starter – electric. _____

11.0 TRANSMISSIONS & BRAKES

11.1 Transmission – hydrostatic. _____

11.2 Travel speed – infinitely variable from 0 to maximum.

a) Forward speed range - State _____

b) Reverse speed range - State _____

11.3 Transmission oil filter – full flow, spin-on. _____

11.4 Service brake – dual foot pedals preferred - State _____

11.5 Parking brake. _____

11.6 Brakes – mechanical and dynamic or wet disk type _____

11.7 Towing valve – required to permit towing of the equipment with the engine running, operable without the use of tools. _____

12.0 STEERING

12.1 Steering wheel type steering (stick controls not acceptable). _____

12.2 Dual rear steering wheels. _____

12.3 Steering cylinder – hydraulic, fully protected from damage. _____

13.0 WHEELS AND TIRES

13.1 Front drive wheels with steel rims and pneumatic tires.-

a) 4 ply rating, turf type tires; _____

b) State size. _____

13.2 Rear steering wheels with steel rims and pneumatic tires

a) 4 ply rating, turf type tires; _____

b) State size. _____

14.0 OPERATOR STATION

14.1 Roll over protective structure (ROPS) – two (2) post type, OSHA certified or equal. _____

14.2 Seat – padded, high back bucket suspension seat, vinyl upholstery, fore/aft adjustment. _____

14.2.1 Seat belt. _____

14.2.2 Seat safety interlock switch. _____

14.3 Keyed stop, run and start switch. _____

14.4 INSTRUMENTATION PREFERRED: (BUT NOT LIMITED TO):

a) Engine hour meter; _____

b) Ammeter/voltmeter or warning light; _____

c) Fuel gauge; _____

d) Oil pressure indicators containing the following:

I) warning light _____

II) buzzer or alarm _____

e) Water temperature indicators containing the following:

I) warning light _____

II) buzzer or alarm _____

14.5 Slow-moving vehicle warning triangle – fastened to rear of tractor _____

14.6 Noise level dB(A) – maximum 92 dB(A) at operator’s station under full load, State level. _____

14.7 Tool/storage box – required to permit storage of hand tools and operator’s manual. _____

15.0 IMPLEMENT ATTACHMENT AND DRIVE

15.1 Two point implement attachment with hydraulic lift. _____

15.2 Three position hydraulic valve with float. _____

15.3 Implement drive – shaft : electrically coupled OR mechanical direct PTO drive _____

15.4 PTO shaft – shielded as required. _____

16.0 OPERATING CHARACTERISTICS

16.1 Tractor unit with attached mower deck shall be capable of climbing a 6 INCHES (150 mm) curb (without the use of ramps) with adequate ground clearance under power unit. _____

16.2 Tractor unit shall be a minimum ground clearance of 6 1/2 INCHES (165 mm) State ground clearance for tractor _____

16.3 Tractor unit shall be able to raise mower deck so that the deck can achieve a minimum ground clearance of 6 1/2 INCHES (165 mm)
State ground clearance for deck _____

17.0 **ITEM 1**

TRACTOR OFFERED IN CLAUSE 1.2 plus 60' MOWER DECK - (rear discharge)

17.1 Mower Deck, Shall be compatible for attachment to tractor mower being offered in clause 1.2

State make and model of **60 " MOWER DECK** being bid : _____

17.2 Type – rotary, 3 cutter, rear discharge deck. _____

17.3 Swath width – **60" inch (152 cm) nominal**. State width _____

17.4 Deck – minimum 11 gage steel, reinforced with heavy gage steel at all wear and stress locations.
State gauge and other deck strength characteristics _____

17.5 Cutter drive – PTO shaft to right angle gearbox, preferred, shielded as required. _____

17.6 Spindle drive – belt type with automatic slack adjusting idler pulley preferred. _____

17.7 Spindles – heavy duty with greaseable bearings and top access lubrication. _____

17.8 Blades – three (3), heat treated steel. _____

17.9 Casters – Made from solid rubber, heavy duty and puncture resistant. _____

17.10 Anti-scalp rollers – required. _____

17.11 Cutting height – approx. 1.5 to 4.5INCHES (25 mm to 114 mm), adjustable. State range of cutting height _____

18.0 **ITEM 2**

TRACTOR OFFERED IN CLAUSE 1.2 plus 72" MOWER DECK - (rear discharge)

18.1 Mower Deck, Shall be compatible for attachment to tractor mower being offered in clause 1.2

State make and model of **72 " MOWER DECK** being bid : _____

18.2 Type – rotary, 3 cutter, rear discharge deck. _____

18.3 Swath width – **72" inch (152 cm) nominal**. State width _____

18.4 Deck – minimum 11 gage steel, reinforced with heavy gage steel at all wear and stress locations.

State gauge and other deck strength characteristics _____

18.5 Cutter drive – PTO shaft to right angle gearbox, preferred, shielded as required.

18.6 Spindle drive – belt type with automatic slack adjusting idler pulley preferred.

18.7 Spindles – heavy duty with greaseable bearings and top access lubrication.

18.8 Blades – three (3), heat treated steel.

18.9 Casters – Made from solid rubber, heavy duty and puncture resistant.

18.10 Anti-scalp rollers – required.

18.11 Cutting height – approx. 1.5 to 4.5 INCHES (25 mm to 114 mm), adjustable. State range of cutting height

19.0 **ITEM 3**

20.1 SNOWBLOWER and ENCLOSED CAB ATTACHMENTS ONLY
for the mower offered under Item 1

19.2 Cab must have an interior heater

19.3 Cab must be removable

20.0 DELIVERY

The equipment shall be delivered within ninety calendar (90) days from the award of contract.

21.0 PERFORMANCE RELIABILITY

21.1 The responsibility for the design of the complete equipment, it's performance and reliability shall rest upon the Contractor.

21.2 The term “repeated failures” as used herein is defined to mean that the same component, subassembly, or assembly develops repeated defects, breakdowns and/or malfunctions rendering the equipment inoperative, or requiring repeated shop correction, service and/or replacement during the warranty period applicable for said component, subassembly, or assembly. Ordinary service adjustments are not included, or considered under the scope of “repeated failures”, as well as other factors, such as operational damage due to accidents, misuse or lack of proper maintenance, service and lubrication attention by not following the manufacturer’s preventative maintenance schedule.

21.3 Where the equipment develops “repeated failures” in service, the Contractor shall make any necessary engineering changes, repairs, alterations or modifications in order to guarantee reliability of performance.

22.0 WARRANTY

22.1 The Contractor shall warrant all equipment, 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 for five (5) complete years from the date the equipment is put into service by the City of Winnipeg. This warranty period will apply to any new unit put into service over the duration of the lease.

22.2 The warranty shall include complete coverage for the all parts of the mower tractor and mower deck which includes the mower tractor and mower deck as a whole from bumper to bumper. The warranty shall also include complete coverage for the snowblower and enclosed cab.

22.3 The City shall reserve the right to extend the period in retaining the leased mowers and keeping the mowers in service for a maximum of two(2) extra years above and beyond the original five(5) year contract period. During the period of the added two(2) year s of City usage, the Contractor shall supply full warranty coverage as outlined in Clause 22.2.

22.4 In reference to Clause 22.3, the two added option years of City usage above and beyond the original five(5)year contract period, will be exercised at the City’s discretion. The City will provide notice to the contractor fifteen(15) days before the end of the original five(5) year contract period if it chooses to exercise or not exercise the possibility of retaining an added two(2) option years.

22.5 A new five (5) year warranty period shall be provided for any article that is repaired or replaced under the terms of the “repeated failures” clause (Section 21.0 Performance Reliability). The new warranty period shall be effective from the date of acceptance of the repaired or replaced article.

22.6 In the case where the Contractor proposes that warranty work be performed by the City of Winnipeg Repair Facility, any work performed by the City of Winnipeg shall be charged to the Contractor at the Facility's shop rate in effect from the time the work is performed (for example, shop rate for 2004, \$70.00/hour).

23.0 MANUALS/CDs (preferred)

23.1 The following manuals/CDs shall be supplied with the unit when delivered, and shall be in English and cover the complete machine including the engine.

23.1.1 Operator's manual/CDs – two (2) preferred.

23.1.2 Parts, repair and service manuals/CDs including preventative Maintenance schedules for life of unit – two (2) preferred.

24.0 TRAINING

24.1 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. The first payment of the contract on the equipment will not be issued until successful completion of training has been conducted to the satisfaction of the Contract Administrator.

24.2 State if VHS videotape training aides on the type of apparatus being offered are available.

25.0 LITERATURE

25.1 Contractors shall submit current descriptive, detailed literature within forty eight (48) hours of the request of the Contract Administrator on the equipment being bid.

26.0 PARTS AVAILABILITY

26.1 The Contractor shall have an established dealer/representative located within 10 kilometers of the City of Winnipeg limits.

26.2 The Contractors Winnipeg dealer/representative shall make available all replacement parts and provide full maintenance or repair and return delivery to the City on any mower within a thirty-six (36) hour period.

26.3 In the event that the contractor cannot provide delivery on the repaired mower within the stated period above, the Contractor will supply a mower of equal or or greater operational capability, until such time as the repaired mower is returned, at no cost to the City.

26.4 The Contractors Winnipeg dealer/representative shall stock parts required for regular servicing, as outlined in the manufacturers service and maintenance manual.

26.5 The Contractor shall be responsible to ensure that regular servicing parts are made available to the City of Winnipeg within a twenty-four (24) hour period.

26.5 In order to ensure a minimum downtime of the equipment, the Contractor shall maintain a stock of all replacement parts in North America, either in his/her own inventory or in that of an agency that normally supplies parts to the Contractor and shall be made available to the City of Winnipeg within thirty six (36) hours.

QUESTIONNAIRE

SPEC 04 – 004

1.0 STATE the time of delivery of the equipment from the date of notification of award.

2.0 LIST any significant features that will be supplied standard on the unit(s) being offered, but were not specifically mentioned in the Detailed Specifications

3.0 STATE the location of the service facility that is located within 10 km of the boundaries of the City of Winnipeg.

4.0 LIST any deviations that might be considered less than equal to the detailed specifications.
