PART A BID SUBMISSION

FORM A: BID (See B7)

1.	Project Title	SUPPLY AND DELIVER	Y OF ARTICULATED SIDEW	ALK TRACTORS
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 und	der the above name.	
3.	Contact Person	The Bidder hereby auth the Bidder for purposes	orizes the following contact portion of the Bid.	erson to represent
		Contact Person	Title	
		Telephone Number	Facsimile Number	
4.	Definitions		sed in the Contract shall ha General Conditions and D3	
5.	Offer		rs to perform the Work in ac , in Canadian funds, set out c	
6.	Commencement of the Work		no Work shall commence unti	

7.	Contract	The Bidder agrees that the Bid Opportunity 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 Bid 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
		, 20
		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

FORM B: PRICES

(See B8)

SUPPLY AND DELIVERY OF ARTICULATED SIDEWALK TRACTORS

ALTERNATIVE 1 – PURCHASE OPTION

ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	Articulated Sidewalk Tractor (No Attachments)	Each	11	\$	\$
2	Attachment 1: Snow Plow	Each	6	\$	\$
3	Attachment 2: Snow Blower	Each	11	\$	\$
4	Attachment 3: Sand Spreader	Each	9	\$	\$
5	Attachment 4: Water Tank	Each	1	\$	\$
6	Attachment 5: Broom	Each	11	\$	\$
7	Attachment 6: 10 ft. Finishing Mower	Each	4	\$	\$
8	Attachment 7: 14 ft. Finishing Mower	Each	1	\$	\$
ТОТА	.T. and G.S.T. extra (where applicable BID PRICE (in figures)				

Name of	Bidder

FORM B: PRICES

(See B8)

SUPPLY AND DELIVERY OF ARTICULATED SIDEWALK TRACTORS

ALTERNATIVE 2 – LEASE OPTION

ITEM NO.	DESCRIPTION	TERM OF LEASE (A)	APPROX. QUANTITY (B)	UNIT PRICE PER MONTH (C)	EXTENDED AMOUNT (A x B x C)	
9	Articulated Sidewalk Tractor (No Attachments)	84 Months	11	\$	\$	
10	Attachment 1: Snow Plow	84 Months	6	\$	\$	
11	Attachment 2: Snow Blower	84 Months	11	\$	\$	
12	Attachment 3: Sand Spreader	84 Months	9	\$	\$	
13	Attachment 4: Water Tank	84 Months	1	\$	\$	
14	Attachment 5: Broom	84 Months	11	\$	\$	
15	Attachment 6: 10 ft. Finishing Mower	84 Months	4	\$	\$	
16	Attachment 7: 14 ft. Finishing Mower	84 Months	1	\$	\$	
M.R.S	.T. and G.S.T. extra (where appl	icable) – Do	not include in	Total Bid Price.		
тота	TOTAL BID PRICE (in figures)					
(in wo	ords)					

Name of Bidder	

FORM B: PRICES

(See B8)

SUPPLY AND DELIVERY OF ARTICULATED SIDEWALK TRACTORS

ALTERNATIVE 3 – COMBINATION PURCHASE/LEASE OPTION

ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	EXTENDED AMOUNT
17	Purchase of Articulated Sidewalk Tractor (No Attachments)	Each	6	\$	\$
18	Purchase of Attachment 1: Snow Plow	Each	6	\$	\$
19	Purchase of Attachment 2: Snow Blower	Each	6	\$	\$
20	Purchase of Attachment 3: Sand Spreader	Each	6	\$	\$
21	Purchase of Attachment 4: Water Tank	Each	1	\$	\$
22	Purchase of Attachment 5: Broom	Each	6	\$	\$
23	Purchase of Attachment 6: 10 ft. Finishing Mower	Each	2	\$	\$
ITEM NO.	DESCRIPTION	TERM OF LEASE (A)	APPROX. QUANTITY (B)	UNIT PRICE PER MONTH (C)	EXTENDED AMOUNT (A x B x C)
24	Lease of Articulated Sidewalk Tractor (No Attachments)	84 Months	5	\$	\$
25	Lease of Attachment 2: Snow Blower	84 Months	5	\$	\$
26	Lease of Attachment 3: Sand Spreader	84 Months	3	\$	\$
27	Lease of Attachment 5: Broom	84 Months	5	\$	\$
28	Lease of Attachment 6: 10 ft. Finishing Mower	84 Months	2	\$	\$
29	Lease of Attachment 7: 14 ft. Finishing Mower	84 Months	1	\$	\$
M.R.S	.T. and G.S.T. extra (where applicab	le) – Do not	include in T	otal Bid Price.	
TOTA	L BID PRICE (in figures)				
(in wo	ords)				

Name of Bidder	

Form N: Detailed Specifications 04005

ARTICULATED SIDEWALK TRACTOR

(Public Works)

1.0 INTENT

- 1.1 It is the intent of these specifications to describe the purchase *or* lease of minimum 90 hp, articulated sidewalk tractors with attachments as described herein. Further to Form B: Prices, the City will choose either Alternative 1: Purchase Option or Alternative 2: Lease Option, according to the best interests of the City. It should be noted that Alternative 2: Lease Option shall include full service and maintenance on the entire vehicles and attachments to be performed by the City of Winnipeg.
- 1.2 The articulated sidewalk tractor, including attachments, shall be the manufacturer's latest model as may be modified by these specifications. The equipment 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 and integral part of these specifications and shall have precedence in any conflict concerning minimum acceptable standards.
- 2.2 The completed vehicle with attachments shall comply with the Canada Motor Vehicle Safety Act and the Manitoba Highway Traffic Act and all regulations thereunder.

3.0 QUALIFICATIONS OF MANUFACTURER & CONTRACTOR

3.1 The manufacturer of the articulated sidewalk tractor shall have a minimum of ten (10) years continuous experience manufacturing sidewalk tractors of the type being offered.

<u>Note:</u> 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 articulated sidewalk tractors of the type being offered.

4.0 SERVICE FACILITY

- The Contractor shall have an authorized service facility located within 10 km of the boundaries of the City of Winnipeg. The facility, or a portion thereof, shall be dedicated to the service and maintenance of the type equipment being offered. Further to B9.1, Bidders shall provide a description of the service facility including, but not limited to, number of qualified service staff, years of service experience, and general service capabilities within three (3) Business Days upon request of the Contract Administrator.
- 4.2 If a suitable warranty facility is not available within 10 km of the boundaries of the City of Winnipeg, the Bidder may propose that warranty work be performed by the City of Winnipeg Repair Facility. Any Work performed by the City of Winnipeg Repair Facility shall be charged to the Contractor at the

Facility's shop rate in effect at the time the work is performed (for example, shop rate for 2004: \$65.00/hour).

5.0 INSTRUCTIONS FOR COMPLETION OF SPECIFICATIONS

- 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 deviations shall be clearly stated and fully detailed. Alternatives shall be considered in accordance with the bidding instructions.
- 5.2 Bidders shall fill in every blank. Failure to do so may be used as a basis for rejection of their bid.

6.0 LEASE OPTIONS – TERMS OF LEASE

- The length of the lease shall be **eighty-four (84) months, commencing October 1, 2004**. The City reserves the right to extend the lease a further six (6) months, depending on equipment requirements, at the same lease rate bid on Form B: Prices.
- The City will notify the Contractor fourteen (14) calendar days prior to the termination date of the lease period if an extension of the lease is required.
- The estimated utilization of the articulated sidewalk tractor is 120 hours per month. If the unit is returned by the City with an excess of 120 hours per month (i.e., 10,080 hours total after 84 months) 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 \$10.00/hour.
- Bidders shall state the rental cost per month, as indicated on Form B: Prices. The monthly rate shall not include the cost of maintenance and service, which shall be performed by the City of Winnipeg. The Contractor, however, shall be responsible for replacement of any components that fail during normal operation of the machine during the warranty period specified in Section 21.0.
- 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 warranty period.
- The articulated sidewalk tractor 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 warranty repairs to the vehicle, at full cost to the Contractor, should the Contractor fail to perform in a timely manner.
- Should the Contractor dispute the City's decision on warranty repair work required (as stated in Section 6.5 and 6.6) 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.
- 6.8 The City shall be responsible for the following items for equipment leased under this contract:
 - Licensing and insurance coverage for the equipment;
 - All repair work to the equipment with the exception of warranty repair work;
 - Repair or replacement of tires damaged due to road hazards;

- Regular scheduled maintenance as described in the manufacturer's repair and maintenance schedules.
- Fuel and other normal operating and maintenance supplies including daily and weekly maintenance such as oil, greasing, cleaning, etc..
- 6.9 The Contractor shall be responsible for the following items for equipment leased under this contract:
 - All repairs due to mechanical failure or malfunction during the warranty period of the equipment;
 - Towing costs during the warranty period (if unit is immobile);
 - All parts and labour costs (including deductibles) during the warranty period (excluding items listed in Section 6.8);
- The articulated sidewalk tractor shall be 2004 model year, shall have less than 300 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.
- During the warranty period, 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).
- 6.12 If the machine is unavailable for use due to warranty, repair or maintenance for more than three (3) working 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.
- The equipment and attachments 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.
- Wear and tear when a unit leased under this contract is returned to the Contractor, the Contractor shall note that the City shall not be charged for normal wear and tear including, but not limited to, small chassis and body scratches (interior and exterior) and dents, paint discolouration, stone chips as well as minor repairs that may be necessary incidental to installation and removal of two-way mobile radios.
- When a unit supplied under this contract is returned to the Contractor and the unit has wear or 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 Fleet Management Agency investigate the Contractor's claims. The unit in question shall remain "as is" until the claim has been resolved. The Contract Administrator shall have the final decision in disputes regarding damage claims. The Contractor shall have no claim against the City for any costs to rectify any wear or damage where the wear or damage was rectified without the consent of the Contract Administrator.

6.15	Bidder shall	acknowledge	compliance	with	the	specifications	and	requirements	of	Items	6.1	to	6.14.1
	inclusive.												

State yes	s or	no no	
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7.0 PERFORMANCE

7.1 Shall be capable of consistent top performance for sweeping sidewalks

	and cutting large areas of grass during the spring, summer and fall environments which are normal to the City of Winnipeg.	
7.2	Shall be capable of consistent top performance for snow blowing, plowing and sanding sidewalks during the winter environment which is normal to the City of Winnipeg.	
8.0	<u>DIMENSIONS & WEIGHTS</u> (Tractor Only)	
	State the following:	
8.1	Operating weight (SAE) – approx. 5,000 lbs. (2268 kg).	
8.2	Overall width – approx. 50 in. (1270 mm).	
8.3	Overall height, to top of cab – approx. 80 in. (2032 mm).	
8.4	Overall length – approx. 150 in. (3810 mm).	
8.5	Wheelbase – approx. 75 in. (1905 mm).	
8.6	Ground clearance – 8 in. (203 mm) minimum.	
9.0	<u>ENGINE</u>	
9.1	Type – diesel fuelled, liquid cooled, turbocharged, 4-cycle, Tier 2 2004 Emission Certified engine. State make and model being bid.	
9.1.1	Horsepower, SAE gross – 90 hp, (67 kW) minimum.	
9.2	Coolant – ethylene glycol based, protected to -35°F (-37°C).	
9.3	Fuel shut-off – electric solenoid type.	
9.4	Fuel filter and water separator.	
9.5	Fuel tank – 70 L capacity minimum, fully fuelled upon delivery.	
9.5.1	Fuel filler – remote type, accessible with any attachment installed on tractor.	
9.6	Oil filter – full flow, spin-on type, easily accessible for servicing.	
9.7	Air cleaner – two stage, dry cartridge type with pre-cleaner, easily accessible for servicing.	
9.7.1	Air cleaner restriction indicator gauge (audible alarm not acceptable), engine compartment or cab mounted. State location.	
9.8	Exhaust – mufflered. Vertical discharge exhaust systems shall have a bend and 40° cut-off.	
9.9	Cold weather starting kit – required, state type.	
9.9.1	Block heater – state type and capacity.	
9.10	Shutdown system – high engine temperature/low oil pressure shutdown	

	system with audible and visual warning system, state make and model being bid.
10.0	DRIVE SYSTEM
10.1	Transmission – hydrostatic type with minimum two (2) mechanical speed ranges.
10.1.1	Speed – infinitely variable from 0 to maximum.
10.1.2	Low speed range (km/h) – state minimum to maximum.
10.1.3	High speed range (km/h) – state minimum to maximum.
10.2	Tractor gearing – deep reduction, allowing the tractor to operate at 1/10 th the normal ground speed without torque loss.
10.3	Axles – heavy duty industrial type, front and rear.
10.3.1	Differential lock or limited slip – required front and rear.
10.4	Service brakes – minimum two wheel, hydraulic type.
10.4.1	Parking brake – mechanical type, foot or hand operated.
10.5	Steering – hydraulic articulated type, steerable when engine is shut down.
10.5.1	Turning radius – state radius (tractor only).
11.0	WINTER TIRES
11.1	Type – four (4) deep lug mud and snow tires per machine, designed to provide maximum traction for snow plowing.
11.1.1	Tire size – state size and ply rating.
11.2	Rims – heavy duty, steel construction.
11.3	Spare winter tire and rim – one (1) per machine, identical to tires and rims being bid.
12.0	SUMMER TIRES
12.1	Type – four (4) turf tires per machine, summer application.
12.1.1	Tire size – state size and ply rating.
12.2	Rims – heavy duty, steel construction.
12.3	Spare summer tire and rim – one (1) per machine, identical to tires and rims being bid.
13.0	POWER TAKE-OFF
13 1	PTO – front mounted, 540 rom with splined output shaft, shielded

Battery location to allow for easy access for servicing with any

	attachments installed on tractor, state location.	
15.6.2	Externally mounted batteries must be protected by a heavy-duty battery box and cover. Location must not interfere with access to cab and access to components requiring regular maintenance.	
15.7	Alternator – 95 Amp minimum, state capacity.	
15.8	Horn – electric.	
15.9	Warning lights, front – one (1) Grote 77363 and one (1) Grote 77365, mounted below roof line, protected from damage.	
15.9.1	Warning lights, rear – one (1) Grote 77363 and one (1) Grote 77365, mounted below roof line, protected from damage.	
15.9.2	On/off switch – dash mounted switch with engraved, permanent type label, wired through ignition.	
15.10	Back-up alarm – 97 dB(A), installed near rear of tractor, located to be protected from damage.	
15.11	Trailer plug – 7-pole, Grote 82-1058 or equal, mounted at rear of tractor for use with Attachment 3: Sand Spreader.	
15.12	All joining of wires and electrical connectors for locally installed equipment shall be soldered and sealed with heat shrink tubing.	
15.12.1	Wiring shall be colour coded, loomed and properly secured and routed.	
16.0	OPERATOR'S COMPARTMENT	
16.1	Cab – ROPS (roll over protective structure) type, OSHA certified or equal.	
16.2	Cab layout shall provide a comfortable seated position for one (1) 95th percentile male wearing heavy winter clothing.	
16.3	Seat, driver – two (2) way, adjustable high back bucket type with cushioned seat and backrest with heavy-duty covering, shock absorber suspension and retractable seat belt.	
16.4	Door(s) – complete with gas shock(s) to assist in opening. Door(s) shall be removable.	
16.5	Ignition key – three (3) sets required per tractor.	
16.6	Windows – sliding, left and right side.	
16.7	Safety glass – required for all windows, with applicable safety labels.	
16.8	Windshield wipers – required front and rear.	
16.8.1	Windshield washers – required front and rear.	
16.9	Sun visor – required.	
16.10	Air conditioning – required, state make, model and configuration.	

16.11	Heater/defroster – heavy duty type with two (2) speed fan capable of defrosting all windows. State number of vent locations.	
16.11.1	Heater capacity – approx. 25,000 BTU, capable of sustaining cab temperature to 20°C at an outside ambient air temperature of -40°C.	
16.11.2	Air intake filter – replaceable.	
16.12	Rear window defroster – required, electric type.	
16.13	Radio – AM/FM.	
16.14	Instrumentation:	
16.14.1	Engine temperature gauge and alarm.	
16.14.2	Oil pressure gauge or warning light and alarm.	
16.14.3	Hourmeter.	
16.14.4	Tachometer.	
16.14.5	Fuel gauge.	
16.14.6	Hydraulic oil temperature gauge.	
16.15	Floor covering – heavy-duty rubber, required throughout cab.	
16.16	Steps – open grate type.	
16.17	Exterior side view mirrors – left and right side mounted, retractable "breakaway" type with heavy-duty hinge/pivot assembly.	
16.18	Interior rearview mirror – wide-view, convex type mirror.	
16.19	Noise level, interior – maximum 80 dB(A), in accordance with SAE J1166, state maximum noise level in cab.	
17.0	HYDRAULIC SYSTEM	
17.1	Capacity – unit shall have sufficient hydraulic capacity to power all attachments specified in Section 18.0 Attachments.	
17.2	Hydraulic outputs – supplied as required for hydraulic hook-up of all attachments and controls specified. State number of outlets supplied.	
17.2.1	Quick coupler connectors with dust caps and chains for all hydraulic outputs.	
17.3	Hydraulic system shall permit simultaneous operation and control of front and rear mounted attachments including (but not limited to) sander, front plow and snow blower.	
17.4	Attachment control valves requiring continuous engagement shall be de-tented.	

18.0 <u>ATTACHMENTS</u>

Attachment 1: Snow Plow

18.1	Type – heavy duty, severe service, front-mounted plow with power angling, Cote Model 6000 style or equal. State make and model being bid.	
18.2	Width – minimum 60 in. (1524 mm) straight.	
18.3	Mounting harness – heavy-duty tubular construction, quick detachable, reinforced at all wear and stress points.	
18.3.1	Turntable – minimum ½ in. (13 mm) steel construction.	
18.4	Angling – hydraulic, approx. 30° to the left and right of centre with in-cab controls.	
18.5	Moldboard – minimum ½ in. (3 mm) steel construction, non-tripping type, reinforced as required.	
18.6	Cutting edge – minimum ½ in. (13 mm) high carbon steel, 2-piece (split) type with spring loaded tripping mechanism.	
18.7	Curb deflectors and skid shoes – heavy-duty, replaceable.	
18.8	Grease fittings – supplied as required on all pivot points.	
18.9	Total weight – approx. 600 lbs. (272 kg), state.	
18.10	Snow plow shall be complete with all hardware required for hook-up including quick coupler connectors for hydraulic hoses.	
Attachm	nent 2: Snow Blower	
18.11	Type – heavy duty, front-mounted, two (2) stage, twin auger blower.	
18.11.1	State make and model being bid.	
18.12	Width – 60 in. (1524 mm) minimum.	
18.13	Mount – quick hitch, reinforced as required.	
18.14	Drive system – 540 rpm PTO with shielded drive shaft.	
18.15	Augers – two (2), approx. 13 in. (381 mm) diameter, fitted with ice picks, shear bolt protected.	
18.15.1	Fan – heavy duty, approx. 24 in. (610 mm) diameter.	
18.16	Cutting edge – ½ in. (13 mm), reversible.	
18.17	Skid shoes – replaceable.	
18.18	Chute control – hydraulic, in-cab controls for angling and rotation.	

The City of Winnipea

Bid Submission

The City of Bid Opport	Winnipeg unity No. 250-2004	Bid Submission Page 17 of 19
18.57.1	Outside sections to fold-up hydraulically.	
18.58	Nominal width – 14 ft., state.	
18.59	Drive – hydraulic, PTO or combination hydraulic and PTO, state type.	
18.60	Mower deck – 3/16 in. minimum steel deck.	
18.61	Cutting height – $1\frac{1}{2}$ "-4" cutting height in $\frac{1}{2}$ " increments.	
18.62	Cutting tip speed – 18,000 fpm minimum.	
18.63	Caster wheels – minimum two (2) per section, pneumatic.	
18.64	Safety switches – capable of shutting-off wings when raised.	
19.0	LABELLING	
19.1	Each sidewalk tractor and attachment supplied under this contract shall be labelled with a metal tag stating the supplier, serial number and year supplied. The label shall be affixed with rivets or bolts.	
20.0	TRAINING	
20.1	The Contractor shall provide operational and maintenance training by qualified staff for City of Winnipeg operating and mechanical personnel. The training shall be conducted in separate sessions for each group of personnel. Each session shall be approximately ½ day in duration and shall provide adequate familiarization and orientation on the unit, to the satisfaction of the Contract Administrator. The training shall be conducted in Winnipeg at a location designated by the Contract Administrator.	
21.0	PERFORMANCE RELIABILITY	
21.1	The responsibility for the design of the complete unit, its performance and reliability shall rest upon the Contractor.	
21.2	The term "repeat failures" as used herein is defined to mean that the same component, sub-assembly, or assembly develops repeated defects, breakdowns and/or malfunctions rendering the unit inoperative, or requiring repeated shop correction, service and/or replacement during the warranty period applicable for said component, sub-assembly, or assembly. Minor items or 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 schedules.	
21.3	Where the unit 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	

The Contractor shall warrant the entire articulated tractor, and all parts

22.1

	thereof (excluding tires and lights), 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 two (2) years from the date the equipment is placed into service by the City of Winnipeg.	
22.2	The Contractor shall warrant all attachments , 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 one (1) year from the date the attachment is put into service by the City of Winnipeg.	
22.3	For the articulated tractor, a new two (2) year warranty period shall be provided for any component, subassembly or assembly that is repaired or replaced under the terms of the "repeated failures" clause (Section 21.2 and 21.3). The new warranty period shall be effective from the date of acceptance of the repaired or replaced article.	
22.3.1	For all attachments, a new one (1) year warranty period shall be provided for any component, subassembly or assembly that is repaired or replaced under the terms of the "repeated failures" clause (Section 21.2 and 21.3). The new warranty period shall be effective from the date of acceptance of the repaired or replaced article.	
22.4	In the event of failure on the part of the Contractor to repair or replace any article during the warranty period within five (5) calendar days from the date of notification, the City may have the work performed by others and offset the cost against money due or that may become due to the Contractor, or if there is no money due, the Contractor agrees to pay the City such cost.	
23.0	MANUALS	
23.1	The following manuals shall be supplied with the unit when delivered. The manuals shall be in English and shall cover the complete machine Including the engine and all attachments:	
23.1.1	Operator's manual – one (1) per unit.	
23.1.2	Parts, repair and service manuals, including preventative maintenance schedules for the life of unit – one (1) per unit, CD preferred. State type.	
23.2	Operator's manuals and parts, repair and service manuals shall be complete with necessary coverage of the deep reduction gearing.	

Form O: Questionnaire

LIST any significant features that will be supplied standard on the unit being offered, but were not specifically mentioned in the Detailed Specifications:
LIST three current users of the equipment being offered:
STATE the location of the service facility: (See D13.4 and D13.5).
Does the equipment being offered meet or exceed the minimum requirements of the Detailed Specifications?
LIST any deviations that might be considered less than equal to the Detailed Specifications: