



OFFER OF  
**SURPLUS  
GOODS**

**SUBMISSION DEADLINE: 4:00 P.M. WINNIPEG TIME, FEBRUARY 4, 2005**

If your company name and address are not correctly shown below, please enter or correct it before submitting your Bid.

Company Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BUYER: TROZIERE /sm  
TELEPHONE NO. (204) 986-4623**

The City invites offers to purchase surplus:

**ARTICULATED SIDEWALK TRACTORS AND ATTACHMENTS**

as listed on the attached Form B: Prices.

**THE BID SUBMISSION MUST INCLUDE THIS PAGE (COMPLETED AND SIGNED)**

**TERMS AND CONDITIONS ATTACHED APPLY EXCEPT AS  
SUPERSEDED ABOVE OR BY SPECIFICATIONS (IF ANY) ATTACHED.**

**Contact Person:** (print) \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Facsimile Number:** \_\_\_\_\_

The Bidder hereby offers to perform the Work in accordance with the Contract for the price(s), in Canadian funds, set out in this Bid.

The Bidder agrees that the Offer of Surplus Goods 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.

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. 1       No. 2       No. 3       No. 4

This offer shall be open for acceptance, binding and irrevocable for a period of thirty (30) days following the Submission Deadline.

**Signature:** \_\_\_\_\_

RETURN TO:

**THE CITY OF WINNIPEG 619-2004  
CORPORATE FINANCE DEPARTMENT  
MATERIALS MANAGEMENT DIVISION  
185 KING ST MAIN FLOOR  
WINNIPEG MB R3B 1J1**

## TERMS AND CONDITIONS – SURPLUS GOODS

### 1. BIDDING PROCEDURES

- 1.1 The Bid must be submitted on the forms provided, with all required entries made clearly in ink.
- 1.2 If the Bidder finds discrepancies or omissions in the Offer of Surplus Goods for Sale or any part thereof, or is unsure of the meaning or intent thereof, he shall notify the Buyer. The Buyer will, if he deems it necessary, issue addenda to all Bidders. The Bidder is advised to direct all enquiries or comments to the Buyer at least five (5) business days prior to the Submission Deadline to allow time for the preparation and distribution of necessary addenda.
- 1.3 The Bidder is responsible for inspecting the goods, the nature of the Work to be done and all conditions that might affect his Bid or his performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.
- 1.4 The Bid must be submitted enclosed and sealed in an envelope clearly marked with the RFQ Number and the Bidder's name and address. Each envelope must contain only the Bid for one Offer of Surplus Goods for Sale.
- 1.5 The Bid must be submitted to the Materials Management Division at the address specified no later than the Submission Deadline specified. Bids received after the Submission Deadline will not be considered.
- 1.6 The Bid may be withdrawn without penalty at any time prior to the Submission Deadline.
- 1.7 The Bid shall be open for acceptance, binding and irrevocable for the period of time specified on the cover page. A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the City considers appropriate in the circumstances.
- 1.8 The City may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The City may reject all or any part of any Bid or waive technical requirements if the interests of the City so require. The City may reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified. A responsible and qualified Bidder is one that meets the qualifications specified and is not suspended, debarred or in default under any contract with the City.
- 1.9 Where the Contract is proposed in separate sections or with alternatives, the City shall have the right to award any section separately or to choose any alternative which is in its best interests.
- 1.10 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 responsible and qualified, and the Bids are determined to be responsive. Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the highest evaluated responsive Bid.
- 1.11 The Buyer will give written notice of the award of the Contract to the successful Bidder, or will give notice that no award will be made.
- 1.12 The Offer of Surplus Goods for Sale, including but not limited to the specifications, drawings and addenda, and the Contractor's Bid shall be deemed to be incorporated in and to form a part of the Contract notwithstanding that they are not necessarily attached to or accompany the written notice of award of Contract.
- 1.13 The name of the successful Bidder and the Contract amount will be made available, upon request, to Bidders only after award of Contract.

### 2. SCOPE OF WORK

- 2.1 The Work to be done under this Contract shall consist of the purchase and removal of surplus goods, and the provision of ancillary services in accordance with applicable specifications, drawings and addenda.
- 2.2 The Contractor shall provide and pay for all materials, labour, equipment, tools, utilities, licenses and fees necessary to complete the Work.

### 3. GOODS

- 3.1 All goods are sold on an "as is, where is" basis and the City makes no representation or warranty with respect to the fitness, merchantability, suitability or durability of any of the goods for any purpose.
- 3.2 The Contractor shall remove the goods within seven (7) days of notification by the City that his offer has been accepted.
- 3.3 The Contractor shall inspect the goods at the time of pick up. The City shall not be responsible for any damage, defect or deterioration of the goods purported to have occurred after any prior inspection by the Contractor unless such damage, defect or deterioration is identified at the time of pick up by the Contractor.

### 4. ASSIGNMENT

- 4.1 The Contractor shall not assign the Contract without the prior written approval of the City.

### 5. SUBCONTRACTING

- 5.1 If the Contractor subcontracts any portion of the Work, he shall:
  - a) 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;
  - b) enter into contracts or written agreements with his Subcontractors to require them to perform their work in complete conformance with and subject to the terms and conditions of the Contract; and
  - c) be as fully responsible to the City for acts and omissions of his Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him.

### 6. INDEMNITY

- 6.1 The Contractor shall save harmless and indemnify the City for twice the contract price plus two million dollars, unless specifically stated otherwise in the contract documents, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of acts or omissions of the Contractor, his subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:
  - a) accidental injury to or death of any person whether retained by or in the employ of the Contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
  - b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
  - c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
  - d) failure to pay a workers compensation assessment, or federal or provincial taxes;
  - e) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
  - f) inaccuracies in any information provided to the City by the Contractor.
- 6.2 The City has the right, acting reasonably and upon notice to the Contractor, to settle any such action, proceeding, claim or demand and charge the Contractor with the amount so paid or to be paid in effecting a settlement.
- 6.3 The Contractor shall pay to the City the value of all legal fees and disbursements required to settle any such claim or to defend the City against any such claim, action, proceeding, claim or demand notwithstanding that the settlement or defence of the said action, proceeding, claim or demand was undertaken on behalf of the City by a salaried employee of the City.
- 6.4 If the Contractor fails to make any payment required to be made to the City hereunder, the City shall be entitled to deduct the amount of such payment from any payment required to be made by the City to the Contractor under the Contract or take whatever other remedies against the Contractor that the City may have at law.

### 7. EVENTS OF DEFAULT

- 7.1 An event of default will be deemed to have occurred if the Contractor:
  - a) abandons the Work; or
  - b) is adjudged bankrupt or files for bankruptcy, becomes insolvent, makes a general assignment for the benefit of his creditors, or has a receiver or liquidator appointed in respect of his assets; or
  - c) in the judgment of the City, is not performing or has not been performing the Work, or any part thereof, in a sound and workmanlike manner and in all respects in strict conformity with the Contract; or
  - d) in the judgment of the City, is not progressing continuously with the Work or any part thereof, and in such a manner as to ensure the completion of the Work or any part thereof, in accordance with the work schedule; or
  - e) fails to remedy any defective or deficient; or
  - f) fails to make prompt payment to his subcontractors, his employees or on account of the purchase or rental of equipment or material; or
  - g) fails to comply with any laws, by-laws or statutory regulations; or
  - h) fails to submit any schedules, documents or information required by the Contract; or
  - i) refuses or neglects to comply with an order given by the City;
  - j) commits any other breach of the Contract.
- 7.2 Any provision of the Contract may be waived only by express waiver in writing by the City. No express waiver of any provision shall imply the waiver of any other provision.
- 7.3 If an event of default has occurred, the City may do any one or more of the following:
  - a) withhold or retain the whole or part of the goods;
  - b) take the whole of the Work, or any part or parts thereof out of the hands of the Contractor;
  - c) demand payment for any amount owed to the City.
- 7.4 The duties and obligations imposed upon the Contractor by the Contract and the rights and remedies available to the City hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed upon the Contractor or available to the City at law.

### 8. PRICES AND PAYMENT

- 8.1 Prices bid shall not include Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST or PST) which shall be extra where applicable.
- 8.2 If the Contractor claims Manitoba Retail Sales Tax exemption for goods purchased for resale, he must provide his vendor registration number at the time of payment.
- 8.3 If the Contractor claims a conditional Manitoba Retail Sales Tax exemption, he must provide a purchase exemption certificate and, where applicable, his licence number at the time of payment.
- 8.4 Payment in full must be made in the form of a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, before goods are released. Some City facilities are not able to process cash transactions and the City reserves the right to refuse payment in the form of cash.

**FORM B: PRICES**

**ALTERNATIVE 1 – AWARD AS A WHOLE**

**UNIT PRICES**

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1.	1997 Holder Tractor C-9700 – Unit # 331-3396		Each	1		
2.	60 Inch Snow Blower for Unit # 331-3396		Each	1		
3.	Sander for Unit # 331-3396		Each	1		
4.	Front Mounted Broom for Unit # 331-3396		Each	1		
5.	1997 Holder Tractor C-9700 – Unit # 331-3398		Each	1		
6.	60 Inch Snow Blower for Unit # 331-3398		Each	1		
7.	Sander for Unit # 331-3398		Each	1		
8.	Front Mounted Broom for Unit # 331-3398		Each	1		
9.	1997 Holder Tractor C-9700 c/w Blade – Unit # 331-3401		Each	1		
10.	60 Inch Snow Blower for Unit # 331-3401		Each	1		
11.	Sander for Unit # 331-3401		Each	1		
12.	Front Mounted Broom for Unit # 331-3401		Each	1		
13.	1997 Holder Tractor C-9700 – Unit # 331-3397		Each	1		
14.	Water Tank for Unit # 331-3397		Each	1		
15.	Spray Bar for Unit # 331-3397		Each	1		
16.	Sander for Unit # 331-3397		Each	1		
17.	Push Blade for Unit # 331-3397		Each	1		
18.	60 Inch Snow Blower for Unit # 331-3397		Each	1		
19.	Dump Box for Unit # 331-3397		Each	1		
20.	Front Mounted Broom for Unit # 331-3397		Each	1		
21.	1997 Holder Tractor C-9700 – Unit # 331-3399		Each	1		
22.	Front Mounted Broom for Unit # 331-3399		Each	1		
23.	60 Inch Snow Blower for Unit # 331-3399		Each	1		
24.	Sander for Unit # 331-3399		Each	1		
25.	1997 Holder Tractor C-9700 – Unit # 331-3400		Each	1		
26.	Front Mounted Broom for Unit # 331-3400		Each	1		
27.	60 Inch Snow Blower for Unit # 331-3400		Each	1		

**FORM B: PRICES**

**ALTERNATIVE 1 – AWARD AS A WHOLE**

**UNIT PRICES**

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	QUANTITY	UNIT PRICE	AMOUNT
28.	Sander for Unit # 331-3400		Each	1		
29.	1993 Holder Tractor C-600 – Unit # 331-3395		Each	1		
30.	60 Inch Snow Blower for Unit # 331-3395		Each	1		
31.	Sander for Unit # 331-3395		Each	1		
32.	Push Blade for Unit # 331-3395		Each	1		
33.	Water Tank for Unit # 331-3395		Each	1		
34.	Spray Bar for Unit # 331-3395		Each	1		
35.	60 Inch Snow Blower for Unit # 331-3382 (Holder Attachment)		Each	1		
36.	Water Tank for Unit # 331-3382 (Holder Attachment)		Each	1		
37.	Front Mounted Broom for Unit # 331-3382 (Holder Attachment)		Each	1		
38.	Push Blade for unit # 331-3382 (Holder Attachment)		Each	1		
39.	60 Inch Snow Blower for Unit # 331-3388 (Holder Attachment)		Each	1		
40.	Front Mounted Broom for Unit # 331-3388 (Holder Attachment)		Each	1		
41.	60 Inch Snow Blower for Unit # 331-3344 (Holder Attachment)		Each	1		
42.	Front Mounted Broom for Unit # 331-3381 (Holder Attachment)		Each	1		
43.	Water Tank for Unit # 331-3375 (Holder Attachment)		Each	1		
44.	60 Inch Snow Blower for Unit # 331-3375 (Holder Attachment)		Each	1		
45.	Water Tank for Unit # 331-3392 (Holder Attachment)		Each	1		
46.	Sander for Unit # 331-3392 (Holder Attachment)		Each	1		
47.	Push Blade for Unit # 331-3392 (Holder Attachment)		Each	1		
48.	60 Inch Snow Blower for Unit # 331-3392 (Holder Attachment)		Each	1		
49.	Water Tank for Unit # 331-3387 (Holder Attachment)		Each	1		
50.	Sander for Unit # 331-3387 (Holder Attachment)		Each	1		
51.	Push Blade for Unit # 331-3387 (Holder Attachment)		Each	1		
52.	60 Inch Snow Blower for Unit # 331-3387 (Holder Attachment)		Each	1		
53.	1991 Trackless Tractor MT-5 – Unit # 676-8501		Each	1		

**FORM B: PRICES**

**ALTERNATIVE 1 – AWARD AS A WHOLE**

**UNIT PRICES**

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	QUANTITY	UNIT PRICE	AMOUNT
54.	1992 Trackless Tractor MT-5 – Unit # 676-8506		Each	1		
55.	1992 Trackless Tractor MT-5 – Unit # 676-8507		Each	1		
56.	Front Mounted Broom for Unit # 676-8507		Each	1		
57.	1993 Bombardier Tractor BM50A – Unit # 676-8509		Each	1		
58.	Mower for Unit # 676-8509		Each	1		
59.	1994 Bombardier Tractor BM50A – Unit # 676-8511		Each	1		
60.	Mower for Unit # 676-8511		Each	1		
61.	Front Mounted Broom for Unit # 676-8511		Each	1		

\$ TOTAL BID PRICE (GST and PST extra where applicable - DO NOT INCLUDE IN TOTAL BID PRICE)  
(in figures) \_\_\_\_\_

(in words) \_\_\_\_\_

\_\_\_\_\_

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

**FORM B: PRICES**

**ALTERNATIVE 2 – AWARD BY SECTION**

**UNIT PRICES**

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	QUANTITY	UNIT PRICE	AMOUNT
	<b>Section A – Unit # 331-3396</b>					
1.	1997 Holder Tractor C-9700 – Unit # 331-3396		Each	1		
2.	60 Inch Snow Blower for Unit # 331-3396		Each	1		
3.	Sander for Unit # 331-3396		Each	1		
4.	Front Mounted Broom for Unit # 331-3396		Each	1		
	<b>Section B – Unit # 331-3398</b>					
5.	1997 Holder Tractor C-9700 – Unit # 331-3398		Each	1		
6.	60 Inch Snow Blower for Unit # 331-3398		Each	1		
7.	Sander for Unit # 331-3398		Each	1		
8.	Front Mounted Broom for Unit # 331-3398		Each	1		
	<b>Section C – Unit # 331-3401</b>					
9.	1997 Holder Tractor C-9700 c/w Blade – Unit # 331-3401		Each	1		
10.	60 Inch Snow Blower for Unit # 331-3401		Each	1		
11.	Sander for Unit # 331-3401		Each	1		
12.	Front Mounted Broom for Unit # 331-3401		Each	1		
	<b>Section D – Unit # 331-3397</b>					
13.	1997 Holder Tractor C-9700 – Unit # 331-3397		Each	1		
14.	Water Tank for Unit # 331-3397		Each	1		
15.	Spray Bar for Unit # 331-3397		Each	1		
16.	Sander for Unit # 331-3397		Each	1		
17.	Push Blade for Unit # 331-3397		Each	1		
18.	60 Inch Snow Blower for Unit # 331-3397		Each	1		
19.	Dump Box for Unit # 331-3397		Each	1		
20.	Front Mounted Broom for Unit # 331-3397		Each	1		
	<b>Section E – Unit # 331-3399</b>					
21.	1997 Holder Tractor C-9700 – Unit # 331-3399		Each	1		
22.	Front Mounted Broom for Unit # 331-3399		Each	1		

**FORM B: PRICES**

**ALTERNATIVE 2 – AWARD BY SECTION**

**UNIT PRICES**

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	QUANTITY	UNIT PRICE	AMOUNT
23.	60 Inch Snow Blower for Unit # 331-3399		Each	1		
24.	Sander for Unit # 331-3399		Each	1		
<b>Section F – Unit # 331-3400</b>						
25.	1997 Holder Tractor C-9700 – Unit # 331-3400		Each	1		
26.	Front Mounted Broom for Unit # 331-3400		Each	1		
27.	60 Inch Snow Blower for Unit # 331-3400		Each	1		
28.	Sander for Unit # 331-3400		Each	1		
<b>Section G – Unit # 331-3395</b>						
29.	1993 Holder Tractor C-600 – Unit # 331-3395		Each	1		
30.	60 Inch Snow Blower for Unit # 331-3395		Each	1		
31.	Sander for Unit # 331-3395		Each	1		
32.	Push Blade for Unit # 331-3395		Each	1		
33.	Water Tank for Unit # 331-3395		Each	1		
34.	Spray Bar for Unit # 331-3395		Each	1		
<b>Section H – Holder Attachments</b>						
35.	60 Inch Snow Blower for Unit # 331-3382		Each	1		
36.	Water Tank for Unit # 331-3382		Each	1		
37.	Front Mounted Broom for Unit # 331-3382		Each	1		
38.	Push Blade for unit # 331-3382		Each	1		
39.	60 Inch Snow Blower for Unit # 331-3388		Each	1		
40.	Front Mounted Broom for Unit # 331-3388		Each	1		
41.	60 Inch Snow Blower for Unit # 331-3344		Each	1		
42.	Front Mounted Broom for Unit # 331-3381		Each	1		
43.	Water Tank for Unit # 331-3375		Each	1		
44.	60 Inch Snow Blower for Unit # 331-3375		Each	1		
45.	Water Tank for Unit # 331-3392		Each	1		
46.	Sander for Unit # 331-3392		Each	1		
47.	Push Blade for Unit # 331-3392		Each	1		

**FORM B: PRICES**

**ALTERNATIVE 2 – AWARD BY SECTION**

**UNIT PRICES**

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	QUANTITY	UNIT PRICE	AMOUNT
48.	60 Inch Snow Blower for Unit # 331-3392		Each	1		
49.	Water Tank for Unit # 331-3387		Each	1		
50.	Sander for Unit # 331-3387		Each	1		
51.	Push Blade for Unit # 331-3387		Each	1		
52.	60 Inch Snow Blower for Unit # 331-3387		Each	1		
<b>Section I - Trackless</b>						
53.	1991 Trackless Tractor MT-5 – Unit # 676-8501		Each	1		
54.	1992 Trackless Tractor MT-5 – Unit # 676-8506		Each	1		
55.	1992 Trackless Tractor MT-5 – Unit # 676-8507		Each	1		
56.	Front Mounted Broom for Unit # 676-8507		Each	1		
<b>Section J - Bombardier</b>						
57.	1993 Bombardier Tractor BM50A – Unit # 676-8509		Each	1		
58.	Mower for Unit # 676-8509		Each	1		
59.	1994 Bombardier Tractor BM50A – Unit # 676-8511		Each	1		
60.	Mower for Unit # 676-8511		Each	1		
61.	Front Mounted Broom for Unit # 676-8511		Each	1		

\$ TOTAL BID PRICE (GST and PST extra where applicable - DO NOT INCLUDE IN TOTAL BID PRICE)  
(in figures) \_\_\_\_\_

(in words) \_\_\_\_\_

\_\_\_\_\_

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



**FORM B: PRICES**

**ALTERNATIVE 3 – AWARD BY ITEM**

**UNIT PRICES**

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1.	1997 Holder Tractor C-9700 – Unit # 331-3396		Each	1		
2.	60 Inch Snow Blower for Unit # 331-3396		Each	1		
3.	Sander for Unit # 331-3396		Each	1		
4.	Front Mounted Broom for Unit # 331-3396		Each	1		
5.	1997 Holder Tractor C-9700 – Unit # 331-3398		Each	1		
6.	60 Inch Snow Blower for Unit # 331-3398		Each	1		
7.	Sander for Unit # 331-3398		Each	1		
8.	Front Mounted Broom for Unit # 331-3398		Each	1		
9.	1997 Holder Tractor C-9700 c/w Blade – Unit # 331-3401		Each	1		
10.	60 Inch Snow Blower for Unit # 331-3401		Each	1		
11.	Sander for Unit # 331-3401		Each	1		
12.	Front Mounted broom for Unit # 331-3401		Each	1		
13.	1997 Holder Tractor C-9700 – Unit # 331-3397		Each	1		
14.	Water Tank for Unit # 331-3397		Each	1		
15.	Spray Bar for Unit # 331-3397		Each	1		
16.	Sander for Unit # 331-3397		Each	1		
17.	Push Blade for Unit # 331-3397		Each	1		
18.	60 Inch Snow Blower for Unit # 331-3397		Each	1		
19.	Dump Box for Unit # 331-3397		Each	1		
20.	Front Mounted Broom for Unit # 331-3397		Each	1		
21.	1997 Holder Tractor C-9700 – Unit # 331-3399		Each	1		
22.	Front Mounted Broom for Unit # 331-3399		Each	1		
23.	60 Inch Snow Blower for Unit # 331-3399		Each	1		
24.	Sander for Unit # 331-3399		Each	1		
25.	1997 Holder Tractor C-9700 – Unit # 331-3400		Each	1		
26.	Front Mounted Broom for Unit # 331-3400		Each	1		

**FORM B: PRICES**

**ALTERNATIVE 3 – AWARD BY ITEM**

**UNIT PRICES**

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	QUANTITY	UNIT PRICE	AMOUNT
27.	60 Inch Snow Blower for Unit # 331-3400		Each	1		
28.	Sander for Unit # 331-3400		Each	1		
29.	1993 Holder Tractor C-600 – Unit # 331-3395		Each	1		
30.	60 Inch Snow Blower for Unit # 331-3395		Each	1		
31.	Sander for Unit # 331-3395		Each	1		
32.	Push Blade for Unit # 331-3395		Each	1		
33.	Water Tank for Unit # 331-3395		Each	1		
34.	Spray Bar for Unit # 331-3395		Each	1		
35.	60 Inch Snow Blower for Unit # 331-3382 (Holder Attachment)		Each	1		
36.	Water Tank for Unit # 331-3382 (Holder Attachment)		Each	1		
37.	Front Mounted Broom for Unit # 331-3382 (Holder Attachment)		Each	1		
38.	Push Blade for unit # 331-3382 (Holder Attachment)		Each	1		
39.	60 Inch Snow Blower for Unit # 331-3388 (Holder attachment)		Each	1		
40.	Front Mounted Broom for Unit # 331-3388 (Holder attachment)		Each	1		
41.	60 Inch Snow Blower for Unit # 331-3344 (Holder attachment)		Each	1		
42.	Front Mounted Broom for Unit # 331-3381 (Holder Attachment)		Each	1		
43.	Water Tank for Unit # 331-3375 (Holder Attachment)		Each	1		
44.	60 Inch Snow Blower for Unit # 331-3375		Each	1		
45.	Water Tank for Unit # 331-3392 (Holder Attachment)		Each	1		
46.	Sander for Unit # 331-3392		Each	1		
47.	Push Blade for Unit # 331-3392		Each	1		
48.	60 Inch Snow Blower for Unit # 331-3392		Each	1		
49.	Water Tank for Unit # 331-3387 (Holder Attachment)		Each	1		
50.	Sander for Unit # 331-3387		Each	1		
51.	Push Blade for Unit # 331-3387		Each	1		
52.	60 Inch Snow Blower for Unit # 331-3387		Each	1		
53.	1991 Trackless Tractor MT-5 – Unit # 676-8501		Each	1		

**FORM B: PRICES**

**ALTERNATIVE 3 – AWARD BY ITEM**

**UNIT PRICES**

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	QUANTITY	UNIT PRICE	AMOUNT
54.	1992 Trackless Tractor MT-5 – Unit # 676-8506		Each	1		
55.	1992 Trackless Tractor MT-5 – Unit # 676-8507		Each	1		
56.	Front Mounted Broom for Unit # 676-8507		Each	1		
57.	1993 Bombardier Tractor BM50A – Unit # 676-8509		Each	1		
58.	Mower for Unit # 676-8509		Each	1		
59.	1994 Bombardier Tractor BM50A – Unit # 676-8511		Each	1		
60.	Mower for Unit # 676-8511		Each	1		
61.	Front Mounted Broom for Unit # 676-8511		Each	1		

\$ TOTAL BID PRICE (GST and PST extra where applicable - DO NOT INCLUDE IN TOTAL BID PRICE)  
(in figures) \_\_\_\_\_

(in words) \_\_\_\_\_

\_\_\_\_\_

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

## SPECIFICATIONS

### 1. GENERAL

1.1 These Specifications shall be applicable to the Work and shall take precedence over the Terms and Conditions.

### 2. DEFINITIONS

2.1 When used in this Request for Quotation:

- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (b) "**Buyer**" means the person authorized to represent the City in respect of the Request for Quotation;
- (c) "**Calendar Day**" means the period from one midnight to the following midnight;
- (d) "**Contract**" means the combined documents consisting of the Request for Quotation package and any documents and drawings referred to and incorporated therein together with any submissions required to be made by the Contractor after award, and all amendments to the foregoing;
- (e) "**Contract Administrator**" means the person authorized to represent the City in respect of the Contract and is identified at the time of award of the Contract;
- (f) "**Contractor**" means the person undertaking the performance of the Work under the terms of the Contract;
- (g) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (h) "**Work**" means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done by the Contractor pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all equipment, facilities, material, labour and services necessary for or incidental to the fulfilment of the requirements of the Contract.

2.2 Further to 2.1(b), the Buyer is:

TROZIERE  
(204) 986-4623

### 3. SURPLUS GOODS

3.1 The surplus goods offered for sale are:

3.2 Item Nos. 1, 5, 9, 13,21, and 25 are 1997 Holder Tractors model number C-9700 with the following features:

- (a) 90 hp diesel fuelled, liquid cooled engine;
- (b) 4 wheel drive;
- (c) 540 rpm Power Take Off;
- (d) Quick Attachable hitch system for attachments;
- (e) Insulated cab with heater, windshield wipers, gauges, mirrors, etc.; and
- (f) Quick attach hydraulic outlets for attachments.

3.3 Item No. 29 is a 1993 Holder Tractor model number C-600 with the following features:

- (a) 90 hp diesel fuelled, liquid cooled engine;
- (b) 4 wheel drive;
- (c) 540 rpm Power Take Off;
- (d) Quick Attachable hitch system for attachments;
- (e) Insulated cab with heater, windshield wipers, gauges, mirrors, etc.; and
- (f) Quick attach hydraulic outlets for attachments.

3.4 Item Nos. 53, 54 and 55 are 1991 and 1992 Trackless Tractors model number MT-5 with the following features:

- (a) 110 hp diesel fuelled, liquid cooled engine;

- (b) 4 wheel drive;
- (c) 540 rpm Power Take Off;
- (d) Quick Attachable hitch system for attachments;
- (e) Insulated cab with heater, windshield wipers, gauges, mirrors, etc.; and
- (f) Quick attach hydraulic outlets for attachments.

3.5 Item Nos. 57 and 59 are 1993 and 1994 Bombardier Tractors model number BM50A with the following features:

- (a) 90 hp diesel fuelled, liquid cooled engine;
- (b) 4 wheel drive;
- (c) 540 rpm Power Take Off;
- (d) Quick Attachable hitch system for attachments;
- (e) Insulated cab with heater, windshield wipers, gauges, mirrors, etc.;
- (f) Quick attach hydraulic outlets for attachments.

3.6 Item Nos. 2, 6, 10, 18, 23, 27, 30, 35, 39, 41, 44, 48, and 52 are Snow Blowers – front-mounted, 60 inch, quick hitch, 540 rpm PTO driven, twin augers with skid shoes and cutting edges.

3.7 Item Nos. 3, 7, 11, 16, 24, 28, 31, 46, and 50 are Sand Spreaders – rear mounted on tractor, 0.75 cubic yard capacity approximately.

3.8 Item Nos. 4, 8, 12, 20, 22, 26, 37, 40, 42, 56, and 61 are Brooms – 60 inch width rotary broom, 32 inch diameter, quick hitch, steel frame, angling.

3.9 Item Nos. 14, 33, 36, 43, 45, and 49 are Water Tanks – 300 litre minimum capacity, water filler port, 2 ½ inch Manitoba Thread female hydrant coupler.

3.10 Item Nos. 15 and 34 are Spray bars – horizontal mount in front of broom, spray pattern full width of broom.

3.11 Item Nos. 17, 32, 38, 47, and 51 are Push Blades – 60 inch Cote snow plow, power angling, steel construction, cutting edge.

3.12 Item No. 19 is a Dump Box – rear mounted on tractor, 0.75 cubic yard capacity approximately.

3.13 Item Nos. 58 and 60 are Mowers – 14 foot rotary mowers, PTO driven.

3.14 All the articulated sidewalk tractors are in working condition.

#### **4. SITE INVESTIGATION**

4.1 Further to 1.3 of the Terms and Conditions, the Bidder may make an appointment to view the articulated sidewalk tractors and attachments by contacting the Buyer.

#### **5. PICK UP**

5.1 Surplus goods shall be picked up, f.o.b. origin, at various locations within the City.

5.1.1 Surplus goods shall be picked up within ten (10) Business Days of being awarded the Contract, except where otherwise agreed at the time of award.

5.1.2 The Contractor shall promptly report any delay or change to an agreed pick up date to the User.

5.2 Surplus goods shall be picked up between 8:30 a.m. and 4:30 p.m. on Business Days.

#### **6. ADDENDA**

6.1 The Buyer may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Quotation, or clarifying the meaning or intent of any provision therein.

- 6.2 The Buyer will issue each addendum to all Bidders by:
- (a) mail, courier or facsimile transmission (fax) to the usual business address of the Bidder as shown in the records of the Materials Management Division; and/or
  - (b) publication at the Materials Management Division's Bid Opportunities internet website at <http://www.winnipeg.ca/matmgt/bidopp.asp>.
- 6.3 The Bidder is responsible for ensuring that he/she has received all addenda and shall acknowledge receipt of each addendum on the Request for Quotation cover page. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- 6.3.1 The Bidder is advised to check the Materials Management Division's Bid Opportunities internet website for addenda shortly before submitting his/her Bid.

## **7. BID SUBMISSION**

- 7.1 The Bid Submission consists of the following components:
- (a) Offer of Surplus Goods cover page completed and signed;
  - (b) Form B: Prices.
- 7.2 Bids may be submitted by:
- (a) mail, courier or personal delivery to the address shown on the Request for Quotation cover page; or
  - (b) facsimile transmission (fax) to (204) 949-1178.
- 7.2.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- 7.2.2 Bids submitted by internet electronic mail (e-mail) will not be accepted.

## **8. PRICES**

- 8.1 The Bidder is only required to state a price in Canadian funds for each articulated tractor or attachment they wish to purchase on Form B: Prices. However, to be considered for an Award By Section a price must be stated for each item in that Section and for an Award As a Whole a price for each item must be stated.
- 8.2 Further to 8.1 of the Terms and Conditions, the City will not consider deductions in payment for any charges (e.g., minimum pick up charges, handling charges, container deposits, etc.), except those imposed after the Submission Deadline by a government or regulatory authority having jurisdiction, unless they are identified and quantified in the Bid.

## **9. PAYMENTS**

- 9.1 Notwithstanding 8.4 of the Terms and Conditions, the Contractor shall submit payment to the location designated by the Contract Administrator within ten (10) Calendar Days of Award and before the articulated tractors and attachments are picked up.

## **10. EVALUATION CRITERIA**

- 10.1 Award of this Contract will be based on the following evaluation criteria:
- |  |            |
|--|------------|
| (a) conformance of the Bid with the requirements of the RFQ                  | pass/fail; |
| (b) qualifications of the Bidder pursuant to 1.8 of the Terms and Conditions | pass/fail; |
| (c) total contract price   | 100%.      |
- 10.2 Further to 10.1(b), the Bidder shall:
- (a) submit, within two (2) Business Days of a request by the Buyer, proof satisfactory to the Buyer of the qualifications of the Bidder and of any proposed subcontractor;
  - (b) provide, on the request of the Buyer, full access to any of the Bidder's equipment and facilities to confirm, to the Buyer's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

10.3 Further to 10.1(c), total contract price will be evaluated on the basis of the quantities shown on Form B.

**11. AWARD OF CONTRACT**

11.1 Further to 1.9 of the Terms and Conditions, this Contract may be awarded on the basis of an award as a whole (Alternative 1), award by section (Alternative 2) or award by item (Alternative 3) as identified on Form B: Prices.

11.2 The Bidder may, but is not required to, bid on all alternatives, but shall have no claim against the City if his/her Bid is rejected in favour of an award of the Contract on the basis of an alternative upon which he/she has not bid.

11.3 The City shall not be obligated to award any item to the responsible Bidder submitting the highest responsive Bid for that item and 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.