

PART A

BID SUBMISSION

FORM A: BID
(See B7)

1. Project Title SUPPLY AND DELIVERY OF ARTICULATED SIDEWALK 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 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 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. Commencement of the Work The Bidder agrees that no Work shall commence until he is in receipt of a Purchase Order authorizing the commencement of the Work.

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

_____ day of _____, 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	Street Maintenance Articulated Sidewalk Tractor with: - A1: Snow Plow - A2: Snow Blower - A3: Sand Spreader - A5: Broom	Each	6	\$ _____	\$ _____
2	Parks North Articulated Sidewalk Tractor with: - A2: Snow Blower - A5: Broom - A6: 10' Finishing Mower	Each	2	\$ _____	\$ _____
3	Parks North Articulated Sidewalk Tractor with: - A2: Snow Blower - A3: Sand Spreader - A5: Broom - A6: 10' Finishing Mower	Each	1	\$ _____	\$ _____
4	Parks North Articulated Sidewalk Tractor with: - A2: Snow Blower - A3: Sand Spreader - A4: Water Tank - A5: Broom - A6: 10' Finishing Mower	Each	1	\$ _____	\$ _____
5	Parks South Articulated Sidewalk Tractor with: - A2: Snow Blower - A3: Sand Spreader - A5: Broom - A7: 14' Finishing Mower	Each	1	\$ _____	\$ _____

M.R.S.T. and G.S.T. extra (where applicable) – Do not include in Total Bid Price.

TOTAL BID PRICE (in figures) _____

(in words) _____

_____ Name of Bidder

FORM B: PRICES
 (See B8)

SUPPLY AND DELIVERY OF ARTICULATED SIDEWALK TRACTORS

ALTERNATIVE 2 – LEASE OPTION

ITEM NO.	DESCRIPTION	UNIT PRICE PER MONTH (A)	APPROX. QUANTITY (B)	TERM OF LEASE (C)	EXTENDED AMOUNT (A x B x C)
6	Street Maintenance Articulated Sidewalk Tractor with: - A1: Snow Plow - A2: Snow Blower - A3: Sand Spreader - A5: Broom	\$ _____	6	84 Months	\$ _____
7	Parks North Articulated Sidewalk Tractor with: - A2: Snow Blower - A5: Broom - A6: 10' Finishing Mower	\$ _____	2	84 Months	\$ _____
8	Parks North Articulated Sidewalk Tractor with: - A2: Snow Blower - A3: Sand Spreader - A5: Broom - A6: 10' Finishing Mower	\$ _____	2	84 Months	\$ _____
9	Parks North Articulated Sidewalk Tractor with: - A2: Snow Blower - A3: Sand Spreader - A4: Water Tank - A5: Broom - A6: 10' Finishing Mower	\$ _____	1	84 Months	\$ _____
10	Parks South Articulated Sidewalk Tractor with: - A2: Snow Blower - A3: Sand Spreader - A5: Broom - A7: 14' Finishing Mower	\$ _____	1	84 Months	\$ _____

M.R.S.T. and G.S.T. extra (where applicable) – Do not include in Total Bid Price.

TOTAL BID PRICE (in figures) _____

(in words) _____

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.
- 1.4 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.
- 1.5 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).

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.

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 articulated sidewalk tractors 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 deviations 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 their bid.**

5.0 ALTERNATIVE 2: LEASE OPTION – TERMS OF LEASE

5.1 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.

5.2 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.

5.3 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.

5.4 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.

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 warranty period.

5.6 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.

5.7 Should the Contractor dispute the City's decision on warranty repair work required (as stated in Section 5.5 and 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;
- All repair work to the equipment with the exception of warranty repair work;
- Repair or replacement of tires damaged due to road hazards;

8.10 Shutdown system – high engine temperature/low oil pressure shutdown system with audible and visual warning system, state make and model being bid. _____

9.0 DRIVE SYSTEM

9.1 Transmission – hydrostatic type with minimum two (2) mechanical speed ranges. _____

9.1.1 Speed – infinitely variable from 0 to maximum. _____

9.1.2 Low speed range (km/h) – state minimum to maximum. _____

9.1.3 High speed range (km/h) – state minimum to maximum. _____

9.2 Tractor gearing – deep reduction, allowing the tractor to operate at 1/10th the normal ground speed. _____

9.3 Axles – heavy duty industrial type, front and rear. _____

9.3.1 Differential lock or limited slip – required front and rear. _____

9.4 Service brakes – minimum two wheel, hydraulic type. _____

9.4.1 Parking brake – mechanical type, foot or hand operated. _____

9.5 Steering – hydraulic articulated type, steerable when engine is shut down. _____

9.5.1 Turning radius – state radius (tractor only). _____

10.0 WINTER TIRES

10.1 Type – four (4) deep lug mud and snow tires per machine, designed to provide maximum traction for snow plowing. _____

10.1.1 Tire size – state size and ply rating. _____

10.2 Rims – heavy duty, steel construction. _____

10.3 Spare winter tire and rim – one (1) per machine, identical to tires and rims being bid. _____

11.0 SUMMER TIRES

11.1 Type – four (4) turf tires per machine, summer application. _____

11.1.1 Tire size – state size and ply rating. _____

11.2 Rims – heavy duty, steel construction. _____

11.3 Spare summer tire and rim – one (1) per machine, identical to tires and rims being bid. _____

12.0 POWER TAKE-OFF

12.1 PTO – front mounted, 540 rpm with splined output shaft, shielded. _____

12.2 Easily accessible for implement changes. _____

12.3 PTO clutch – heavy duty, designed to withstand full-load engagement when operating attachments. _____

13.0 HITCH

13.1 Type – front mounted, 3-point Category 1 quick hitch, or manufacturer’s standard quick-attach hitch, state type. _____

13.2 Adjustable links and sway blocks, supplied as required. _____

13.3 Hitch to allow equipment to follow ground contour. _____

13.4 Hitch assembly reinforced at all wear and stress points. _____

13.5 Remote grease block supplied as required for all hitch assembly lower grease points. _____

13.6 Rear hitch – 2-5/16 in. ball hitch capable of towing 2½ yd³ (1.9 m³) sand spreader (see Attachment 3, Section 17.0). _____

14.0 ELECTRICAL & LIGHTING

14.1 All lighting shall conform to C.M.V.S.S. and the Manitoba Highway Traffic Act. _____

14.2 Type – 12 volt, negative ground electrical system. _____

14.3 All lighting and lighting equipment shall be Truck-Lite or Grote (except where otherwise noted) and shall include the following components:

14.3.1 Combination stop and tail lights – state make and model. _____

14.3.2 Back-up light(s) – state make and model. _____

14.3.3 Signal lights with warning flashers – state make and model. _____

14.3.4 Work lights, front – two (2), Truck-Lite 80394, top mounted. _____

14.3.5 Work lights, rear – two (2), Truck-Lite 80394, top mounted. _____

14.3.6 Work lights shall not protrude above the roofline. _____

14.3.7 Light guards – all exterior lights shall be properly protected with metal guards. _____

14.3.8 Independent on/off switch for each pair of work lights, dash mounted, wired through ignition. _____

14.4 Cab interior light – required. _____

14.5 Starter – electric with keyed starter switch. _____

14.6 Battery – minimum 650 CCA. _____

14.6.1 Battery location to allow for easy access for servicing with any attachments installed on tractor, state location. _____

- 14.6.2 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. _____
- 14.7 Alternator – 95 Amp minimum, state capacity. _____
- 14.8 Horn – electric. _____
- 14.9 Mini Light Bar – Grote 76813, roof mounted with ramped, bolt-on metal guard and independent switch wired through the ignition. _____
- 14.10 Back-up alarm - 97 dB(A), installed near rear of tractor, located to be protected from damage. _____
- 14.11 All joining of wires and electrical connectors for locally installed equipment shall be soldered and sealed with heat shrink tubing. _____
- 14.11.1 Wiring shall be colour coded, loomed and properly secured and routed. _____
- 15.0 OPERATOR'S COMPARTMENT**
- 15.1 Cab – ROPS (roll over protective structure) type, OSHA certified or equal. _____
- 15.2 Cab layout shall provide a comfortable seated position for one (1) 95th percentile male wearing heavy winter clothing. _____
- 15.3 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. _____
- 15.4 Door(s) – complete with gas shock(s) to assist in opening. Door(s) shall be removable. _____
- 15.5 Ignition key – three (3) sets required per tractor. _____
- 15.6 Windows – sliding, left and right side. _____
- 15.7 Safety glass – required for all windows, with applicable safety labels. _____
- 15.8 Windshield wipers – required front and rear. _____
- 15.8.1 Windshield washers – required front and rear. _____
- 15.9 Sun visor – required. _____
- 15.10 Air conditioning – required, state make, model and configuration. _____
- 15.11 Heater/defroster – heavy duty type with two (2) speed fan capable of defrosting all windows. State number of vent locations. _____
- 15.11.1 Heater capacity – approx. 40,000 BTU, capable of sustaining cab temperature to 20°C at an outside ambient air temperature of -40°C. _____
- 15.11.2 Air intake filter – replaceable. _____
- 15.12 Rear window defroster – required, electric type. _____

- 15.13 Radio – AM/FM. _____
- 15.14 Instrumentation:
 - 15.14.1 Engine temperature gauge and alarm. _____
 - 15.14.2 Oil pressure gauge or warning light and alarm. _____
 - 15.14.3 Hourmeter. _____
 - 15.14.4 Tachometer. _____
 - 15.14.5 Fuel gauge. _____
 - 15.14.6 Hydraulic oil temperature gauge. _____
- 15.15 Floor covering – heavy-duty rubber, required throughout cab. _____
- 15.16 Steps – open grate type. _____
- 15.17 Exterior side view mirrors – left and right side mounted, retractable “breakaway” type with heavy-duty hinge/pivot assembly. _____
- 15.18 Interior rearview mirror – wide-view, convex type mirror. _____
- 15.19 Noise level, interior – maximum 80 dB(A), in accordance with SAE J1166, state maximum noise level in cab. _____

16.0 HYDRAULIC SYSTEM

- 16.1 Capacity – unit shall have sufficient hydraulic capacity to power all attachments specified in Section 17.0 Attachments. _____
- 16.2 Hydraulic outputs – supplied as required for hydraulic hook-up of all attachments and controls specified. State number of outlets supplied. _____
- 16.2.1 Quick coupler connectors with dust caps and chains for all hydraulic outputs. _____
- 16.3 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. _____
- 16.4 Attachment control valves requiring continuous engagement shall be de-tented. _____

17.0 ATTACHMENTS

Attachment 1: Snow Plow

- 17.1 Type – heavy duty, severe service, front-mounted plow with power angling, Cote Model 6000 style or equal. State make and model being bid. _____
- 17.2 Width – minimum 60 in. (1524 mm) straight. _____
- 17.3 Mounting harness – heavy-duty tubular construction, quick detachable, reinforced at all wear and stress points. _____
- 17.3.1 Turntable – minimum ½ in. (13 mm) steel construction. _____

- 17.4 Angling – hydraulic, approx. 30° to the left and right of centre with in-cab controls. _____
- 17.5 Moldboard – minimum 1/8 in. (3 mm) steel construction, non-tripping type, reinforced as required. _____
- 17.6 Cutting edge – minimum 1/2 in. (13 mm) high carbon steel, 2-piece (split) type with spring loaded tripping mechanism. _____
- 17.7 Curb deflectors and skid shoes – heavy-duty, replaceable. _____
- 17.8 Grease fittings – supplied as required on all pivot points. _____
- 17.9 Total weight – approx. 600 lbs. (272 kg), state. _____
- 17.10 Snow plow shall be complete with all hardware required for hook-up including quick coupler connectors for hydraulic hoses. _____

Attachment 2: Snow Blower

- 17.11 Type – heavy duty, front-mounted, two (2) stage, twin auger blower. _____
- 17.11.1 State make and model being bid. _____
- 17.12 Width – 60 in. (1524 mm) minimum. _____
- 17.13 Mount – quick hitch, reinforced as required. _____
- 17.14 Drive system – 540 rpm PTO with shielded drive shaft. _____
- 17.15 Augers – two (2), approx. 15 in. (381 mm) diameter, fitted with ice picks, shear bolt protected. _____
- 17.15.1 Fan – heavy duty, approx. 24 in. (610 mm) diameter. _____
- 17.16 Cutting edge – 1/2 in. (13 mm), reversible. _____
- 17.17 Skid shoes – replaceable. _____
- 17.18 Chute control – hydraulic, in-cab controls for angling and rotation. _____
- 17.19 Grease fittings – required on all pivot points. _____
- 17.20 Snow blower shall be complete with all hardware required for hook-up including quick coupler connectors for hydraulic hoses. _____

Attachment 3: Tow Behind Sand Spreader

- 17.21 Type – heavy duty, trailer mounted sand/salt spreader designed to be towed behind tractor, Colpron 2250 or equal. _____
- 17.21.1 State make and model being bid. _____
- 17.22 Drive – hydraulically driven conveyor and spinner with spread density control through variable flow control. _____
- 17.23 Capacity, heaped – minimum 2 1/2 yd³ (1.9 m³). _____
- 17.24 Axles – tandem. _____

- 17.25 Hitch – ball, 2-5/16 in. diameter. _____
- 17.26 Spread width – approx.48 in. (1219mm), state width. _____
- 17.27 Grid screens – heavy duty, ¼ in. mesh min. with 2 in. (51mm) openings. _____
- 17.28 Two (2) moisture proof combination stop, tail and directional signal lights mounted at rear of sand spreader, protected from damage. _____
- 17.28.1 Wiring for lights shall plug into rear of tractor with a trailer type plug-in connector. _____
- 17.29 Complete with all hardware required for hook-up, including quick coupler connectors for hydraulic hoses. _____

Attachment 4: Water Tank

- 17.30 Water tank – minimum 65 Imperial Gallons (295L) capacity, reinforced as required, rear-mounted or mounted above engine housing. _____
- 17.30.1 State make and model being bid. _____
- 17.31 Water filler port – 25 ft. (7.6m) hose with storage provision, connected to top filler port to permit direct hook-up to fire hydrant. _____
- 17.32 Hose fitting – 2½ in. Manitoba Thread female hydrant coupling. _____
- 17.33 Hose mounting to incorporate an air gap to prevent suction of tank contents into hydrant. _____
- 17.34 Water tank shall be adequately vented to permit rapid filling. _____

Attachment 5: Broom

- 17.35 Type – heavy duty, front-mounted rotary broom with spray bar. _____
- 17.35.1 State make and model being bid. _____
- 17.36 Width – 60 in. (1524mm) minimum. _____
- 17.37 Brush – approx. 32 in. (813mm) diameter, with poly type brushes. _____
- 17.38 Mount – Category 1, 3-point hitch, reinforced as required. _____
- 17.39 Drive system – hydraulically driven or PTO driven, state. _____
- 17.40 Frame – heavy duty, reinforced at all wear and stress points. _____
- 17.40.1 Protruding corners of frame protected with a bolt-on skid plate or rub rail. _____
- 17.41 Broom angling – hydraulic, approx. 30° to the left and right of centre. _____
- 17.42 Debris deflector hood – full width with rubber lower strip, adjustable for brush wear, retractable for service. _____
- 17.43 Spray bar – horizontally mounted in front of broom, spray pattern shall cover the width of the broom. _____

- 17.44 Water pump – shock mounted. _____
- 17.45 Controls located in cab for all functions. _____
- 17.46 Grease fittings required on all pivot points. _____
- 17.47 Broom shall be complete with all hardware required for hook-up including quick-coupler and plug-in connectors for water supply line, hydraulic hoses and wiring. _____
- 17.48 State overall machine length with broom and water tank installed. _____

Attachment 6: 10 ft. Finishing Mower

- 17.49 Type – 3-section mower, front-mounted, rear discharge. _____
- 17.49.1 Outside sections to fold-up hydraulically. _____
- 17.50 Nominal width – 10 ft., state. _____
- 17.51 Drive – hydraulic, PTO or combination hydraulic and PTO, state type. _____
- 17.52 Mower deck – 3/16 in. minimum steel deck. _____
- 17.53 Cutting height – 1½"-4" cutting height in ½" increments. _____
- 17.54 Cutting tip speed – 18,000 fpm minimum. _____
- 17.55 Caster wheels – pneumatic, two (2) centre section, one (1) per wing. _____
- 17.56 Safety switches – capable of shutting-off wings when raised. _____

Attachment 7: 14 ft. Finishing Mower

- 17.57 Type – 3-section mower, front-mounted, rear discharge. _____
- 17.57.1 Outside sections to fold-up hydraulically. _____
- 17.58 Nominal width – 14 ft., state. _____
- 17.59 Drive – hydraulic, PTO or combination hydraulic and PTO, state type. _____
- 17.60 Mower deck – 3/16 in. minimum steel deck. _____
- 17.61 Cutting height – 1½"-4" cutting height in ½" increments. _____
- 17.62 Cutting tip speed – 18,000 fpm minimum. _____
- 17.63 Caster wheels – minimum two (2) per section, pneumatic. _____
- 17.64 Safety switches – capable of shutting-off wings when raised. _____

18.0 LABELLING

- 18.1 Each sidewalk tractor and attachment leased 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. _____

Note: Labelling is for leased equipment only. Units purchased under this Contract do not require labelling.

19.0 TRAINING

- 19.1 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.
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20.0 PERFORMANCE RELIABILITY

- 20.1 The responsibility for the design of the complete unit, its performance and reliability shall rest upon the Contractor.
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- 20.2 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.
-
- 20.3 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.
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21.0 WARRANTY

- 21.1 The Contractor shall warrant the **entire articulated tractor**, and all parts 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.
-
- 21.2 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.
-
- 21.3 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 20.2 and 20.3). The new warranty period shall be effective from the date of acceptance of the repaired or replaced article.
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- 21.3.1 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 20.2 and 20.3). The new warranty period

shall be effective from the date of acceptance of the repaired or replaced article.

21.4 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.

22.0 MANUALS

22.1 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:

22.1.1 Operator's manual – one (1) per unit.

22.1.2 Parts, repair and service manuals, including preventative maintenance schedules for the life of unit – one (1) per unit, CD preferred. State type.

22.2 Operator's manuals and parts, repair and service manuals shall be complete with necessary coverage of the deep reduction gearing.

Form O: 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:

2.0 **LIST** three current users of the equipment being offered:

3.0 **STATE** the location of the service facility: (See D13.4 and D13.5).

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

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