

PART A

BID SUBMISSION

FORM A: BID

(See B7

1. Project Title SUPPLY & DELIVERY OF UTILITY VEHICLES

2. Bidder

Name of Bidder

Street

City

Province

Postal Code

(Mailing address if different)

Street or P.O. Box

City

Province

Postal Code

The Bidder is:

(Choose one)

a sole proprietor

a partnership

a corporation

carrying on business under the above name.

3. Contact Person

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

Contact Person

Title

Telephone Number

Facsimile Number

4. Definitions

All capitalized terms used in the Contract shall have the meanings ascribed to them in the General Conditions and D3.1 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 thirty (30) 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 — 600 LB CAPACITY BOX
 (See B8)

SUPPLY & DELIVERY OF UTILITY VEHICLES

When entering prices into the table below, **prices shall include** Tire tax.

When entering prices into the table below, **do not include** Federal and Provincial Taxes (Goods And Services Tax (GST) and Manitoba Retail Sales Tax (PST)).

These taxes shall be extra (see clause B8.1.1)

SECTION – 1 — 600 lb capacity box

I T E M	DESCRIPTION	SPEC. REF.	U N I T	Q U A N T	UNIT PRICE	EXTENDED AMOUNT (unit price x quantity)
1-A	Utility Vehicle – 600 lb	06 - 001	Ea.	2	\$ _____	\$ _____
1-B	Operator's Manuals	06 - 001	Ea.	2	\$ _____	\$ _____
1-C	Parts, Repair and Technical Service Manuals	06 - 001	Ea.	1	\$ _____	\$ _____

TOTAL BID PRICE (GST and PST extra) (In figures) \$ _____

(In words) _____

 Name of Bidder

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FORM B: PRICES — 1,100 LB CAPACITY BOX
 (See B8)
SUPPLY & DELIVERY OF UTILITY VEHICLES

When entering prices into the table below, **prices shall include** Tire tax.
 When entering prices into the table below, **do not include**
 Federal and Provincial Taxes (Goods And Services Tax (GST) and Manitoba Retail Sales Tax (PST)).
 These taxes shall be extra (see clause B8.1.1)

SECTION – 2 — 1,100 lb capacity box — Two (2) in total required
 Bidder to fill in quantities and prices for2-A-1 OR2-A-2
 Bidder to fill in prices for 2B and 2C

I T E M	DESCRIPTION	SPEC. REF.	U N I T	Q U A N T I T Y	UNIT PRICE	EXTENDED AMOUNT (unit price x quantity)
2-A-1	Utility Vehicle – 1,100 lb NEW	06 - 002	Ea.		\$ _____	\$ _____
OR						
2-A-2	Utility Vehicle – 1,100 lb DEMO	06 - 002	Ea.		\$ _____	\$ _____
2-B	Operator's Manuals	06 - 002	Ea.	2	\$ _____	\$ _____
2-C	Parts, Repair and Technical Service Manuals	06 - 002	Ea.	1	\$ _____	\$ _____

TOTAL BID PRICE (GST and PST extra) (In figures) \$ _____

(In words) _____

NAME OF BIDDER

FORM N: — ITEM 1 — DETAILED SPECIFICATIONS 06 ~ 001

1.0 DESCRIPTION OF EQUIPMENT AND PERFORMANCE

- 1.1 These specifications describe the supply and delivery of a minimum **Utility Vehicle — 600 LB capacity cargo box — new(unused)** and other equipment and features as specified herein.
- 1.2 Shall be capable of consistent top performance for parkland and cemetery maintenance activities, and other miscellaneous functions such as ground and boulevard work during the spring, summer and fall environment, which is normal to the City of Winnipeg.
- 1.3 The utility vehicle and all other items/components shall be the manufacturer's latest models. The utility vehicle shall be furnished complete and ready for operation. Any parts or accessories not specifically mentioned, but which are required to complete and place the utility vehicle, (including attachments) in successful operation shall be furnished as though specifically mentioned in these specifications. The complete utility vehicle and attachments, and all parts thereof, shall conform in strength and quality of material and workmanship, to the best standards and engineering practice of the industry.

2.0 OTHER SPECIFICATIONS AND STANDARDS

- 2.1 All applicable SAE standards form an integral part of these specifications and shall have precedence in any conflict concerning minimum acceptable standards.
- 2.2 It will be the responsibility of the Bidder to inform the City of any deficiencies in these specifications, for under this Contract the Contractor shall be held responsible for the design, performance, reliability and satisfactory operational function of the units.
- 2.3 The ratings specified herein merely state the minimum values acceptable to the City. There is no intent of implying that these values are sufficient for the design of the unit being bid.

3.0 QUALIFICATIONS OF MANUFACTURER / BIDDER

- 3.1 Manufacturers of the equipment of the type being offered, must have a minimum of three (3) continuous years of experience in the manufacture of utility vehicles.
- 3.2 The Bidder shall be an authorized distributor/supplier of the utility vehicle equipment being bid.

4.0 SERVICE FACILITY

- 4.1 For the purpose of warranty repairs, the Bidder 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 of equipment being offered. 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 the City of Winnipeg Repair Facility perform warranty work. 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 2006: \$ 73.50/hour and \$ 103.50/hour for overtime and callout).

4.3 Location of the service facility located within 10 km of the boundaries of the City of Winnipeg.

The Bidder shall choose and fill in **one** of the Clauses listed below. --- 4.3.1) OR 4.3.2)

4.3.1 Bidder's own facility location. State the location of the service facility below.

4.3.2 Bidder elects to have warranty work be performed by the City of Winnipeg Repair Facility.

5.0 INSTRUCTIONS FOR COMPLETION OF SPECIFICATIONS

5.1 Each bid will be evaluated based on adherence to all terms, conditions and requirements outlined in the Bid Opportunity package.

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

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

6.0 BIDDER'S MAKE AND MODEL

ITEM 1

6.1 The equipment is new (unused) equipment. _____

6.2 State make and model being bid: _____

7.0 GENERAL

7.1 Seating capacity — two (2). _____

7.2 Manufacturer's standard colour. State color. _____

7.3 Weight Capacity

7.3.1 GVWR rating, whole machine — Minimum 2000 LBS. _____

7.3.2 Total Weight capacity (people and cargo) — Minimum 1000 LBS.
State total weight capacity. _____

8.0 WEIGHT & DIMENSIONS

8.1 Machine operating weight — approximate machine weight 1000 LBS.
State weight. _____

8.2 Approximate machine width with bumper, 60 IN. State width. _____

8.3 Approximate wheelbase 70 IN. State wheelbase. _____

8.4 Ground clearance - State. _____

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9.0 CARGO BOX

9.1 Minimum cargo weight capacity, 600 LBS.
State cargo weight capacity.

9.2 Minimum volumetric capacity, eleven (11) CUBIC FEET.
State volumetric capacity.

9.3 Cargo Box Construction — Minimum 16 GAUGE steel.
State gauge of steel.

9.4 Dump — Electric Power lift.

9.5 Cargo box — OEM bed liner.

10.0 ENGINE

10.1 Type

10.1.1 Gas.

10.1.2 Four (4) cycle.

10.1.3 Minimum 400 cc. — State size in cc.

10.1.4 Minimum horsepower twelve (12). State horsepower.

10.2 Oil filter, spin on type.

10.3 Air cleaner, dry, replaceable, single element with intake.

10.4 Fuel system capacity — Minimum six (6) Can GALLONS (26.5 LITRES)
State fuel system capacity.

10.5 Speed

10.5.1 Minimum top speed 18 MPH (29 KPH). State minimum top speed.

10.5.2 Maximum top speed 25 MPH (40 KPH). State maximum top speed.

11.0 DRIVE TRAIN , SUSPENSION , BRAKES and TIRES

11.1 Two (2) wheel drive.

11.2 Rear drive differential locking — manually activated.

11.3 All wheel suspension — front and rear.

11.4 Brakes

11.4.1 All wheel hydraulic disk.

11.4.2 Parking brake.

11.5 Tires — All purpose tires (non – turf)

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12.0 TOWING

12.1 Towing capacity on level terrain — Minimum 1000 LBS.
State towing capacity on level terrain.

12.2 Rear receiver hitch.

12.3 Drawbar for receiver hitch.

12.4 Ball size 2 1/8 INCHES.

13.0 OPERATOR COMPARTMENT

13.1 Instrumentation:

13.1.1 Shall be as follows but not limited to:

a) Fuel gauge.

14.0 ELECTRICAL and LIGHTING

14.1 Battery — Minimum 300 CCA. State CCA.

14.2 Alternator — High capacity, minimum 60 AMPS. State amperage.

14.3 Headlights:

14.3.1 Two (2).

14.3.2 Halogen.

14.3.3 Minimum 35 WATTS each. State wattage.

14.4 Tail light kits

14.4.1 Tail light kit — for brakes.

14.4.2 Tail light kit — for turn signals and flashers.

14.5 Back – up alarm kit.

15.0 MISCELLANEOUS

15.1 Seating

15.1.1 High back seats.

15.1.2 Seats — adjustable.

15.2 Cup holders.

15.3 12 volt outlet.

15.4 Glove box.

15.5 Muffler — Spark arresting.

15.6 Steering — Rack and pinion.

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15.7 Rubber floor mat.

15.8 Front guard bumper.

16.0 TRAINING

16.1 The Contractor shall be required to provide training (at the Contractor's expense) for the City of Winnipeg maintenance and operating personnel.

The training shall be divided into two separate sessions, one for maintenance personnel and one for operating personnel. The training shall be conducted in separate or combined sessions for each group of personnel.

The duration of the sessions shall be as long as required for adequate familiarization and orientation of the equipment to the satisfaction of the Contract Administrator.

The training shall be conducted within two (2) calendar weeks from the date of delivery and shall be coordinated through the Contract Administrator. The training shall be conducted in Winnipeg at a time and location designated by the Contract Administrator.

Pricing should be based on two (2) business day for maintenance personnel and two (2) business day for operating personnel.

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

16.2 Training Aides

16.2.1 Training aids to be included.

a) On the type of equipment being offered, state if VHS videotape or CD Rom training aides are available.

16.2.2 State if other training aides are available and state type.

17.0 WARRANTY

17.1 Complete details of warranties shall be made available within twenty-four (24) hours of the request of the Contract Administrator.

17.2 The Contractor shall warrant **all equipment** and all parts thereof, against any defects of workmanship, construction and materials, and agrees to repair or replace, without cost to the City, any article that has become defective and not proven to have been caused by negligence on the part of the user within **two (2) years** from the date the equipment is put into service by the City of Winnipeg.

17.2.1 Notwithstanding 17.2 above, the Contractor shall warrant **all major components** including, but not limited to, engine, transmission, final drives, all wheel drive system (and all components thereof), pumps and motors, axle assemblies, tandem drives, etc. against any defects

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of workmanship, construction and materials, and agrees to repair or replace without cost to the City, articles that have 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 put into service by the City of Winnipeg.

17.2.2 Notwithstanding 17.2 above, 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 equipment is put into service by the City of Winnipeg.

17.3 The warranty shall not include regular maintenance items or any item deemed as a consumable that is subject to everyday wear and tear, during the regular operation of the unit.

17.3.1 If the equipment provided by the Contractor contains any part manufactured by an outside source, that falls under the description in Clause 17.3 above, and has a standard manufacture's warranty, the term's contained in the manufacture's warranty shall apply.

17.4 The following shall be covered under manufacture's warranty for six (6) months against defects:

17.4.1 Batteries.

17.4.2 Belts.

17.4.3 Tires.

17.5 All incidental warranty related costs (including, but not limited to, Contractor's travel, mileage, deductibles, towing costs etc.) in executing any part of the warranty shall be the sole responsibility of the Contractor.

18.0 MANUALS/CDs (preferred)

The following information shall be supplied at the time of delivery of the equipment and shall be included in bid price:

18.1 **ITEM 1 – B — OPERATOR'S MANUALS**

18.1.1 The Contractor shall provide an OPERATOR'S bound hardcopy manufacturer's OEM factory manual – two (2) in total.

18.2 **ITEM 1 – C — PARTS/TECHNICAL/SERVICE/REPAIR MANUALS**

18.2.1 The Contractor shall provide one of the following, outlined in Clause 18.2.1 a)

a) Parts/technical/service/repair manuals/CDs preferred, including preventative maintenance schedules- two (2) in total.

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i) The parts/technical/service/repair information in Clause 18.2.1 a) above shall be supplied in a bound hardcopy manufacturer's OEM factory manual or CD format by the Contractor, regardless if the same information is contained on a internet website.

ii) State whether the format is in hardcopy manual or CD format.

b) Parts/technical/service/repair manuals/CDs preferred – one(1) in total.

19.0 LITERATURE

19.1 Bidders shall submit within twenty-four (24) hours upon request of the Contract Administrator, current descriptive, detailed literature on the equipment being bid.

20.0 DELIVERY — ITEM 1

20.1 The equipment shall be serviced, ready for operation and delivered F.O.B. with the freight prepaid to the City of Winnipeg, Fleet Management Agency Office, 770 Ross Avenue, Winnipeg, Manitoba by **May 5/2006**.

The Contractor shall contact the Contract Administrator prior to delivery of the equipment.

Other terms of delivery are outlined in Clause D6 Delivery.

Late delivery shall be subject to the penalties outlined in Clause D7. Liquidated Damages

FORM O ITEM 1 : QUESTIONNAIRE

Spec 06 – 001 — ITEM 1 — 600 lb capacity cargo box — New only

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 offered model:

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

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

FORM N: — ITEM 2 — DETAILED SPECIFICATIONS 06 ~ 002

UTILITY VEHICLES — 1,100 LB CAPACITY — CARGO BOX

1.0 DESCRIPTION OF EQUIPMENT AND PERFORMANCE

- 1.1 These specifications describe the supply and delivery of a minimum **Utility Vehicle — 1,100 LB capacity cargo box — new or demo or both** and other equipment and features as specified herein.
- 1.2 Shall be capable of consistent top performance for parkland and cemetery maintenance activities, and other miscellaneous functions such as ground and boulevard work during the spring, summer and fall environment, which is normal to the City of Winnipeg.
- 1.3 The utility vehicle and all other items/components shall be the manufacturer's latest models. The utility vehicle shall be furnished complete and ready for operation. Any parts or accessories not specifically mentioned, but which are required to complete and place the utility vehicle, (including attachments) in successful operation shall be furnished as though specifically mentioned in these specifications. The complete utility vehicle and attachments, and all parts thereof, shall conform in strength and quality of material and workmanship, to the best standards and engineering practice of the industry.

2.0 OTHER SPECIFICATIONS AND STANDARDS

- 2.1 All applicable SAE standards form an integral part of these specifications and shall have precedence in any conflict concerning minimum acceptable standards.
- 2.2 It will be the responsibility of the Bidder to inform the City of any deficiencies in these specifications, for under this Contract the Contractor shall be held responsible for the design, performance, reliability and satisfactory operational function of the units.
- 2.3 The ratings specified herein merely state the minimum values acceptable to the City. There is no intent of implying that these values are sufficient for the design of the unit being bid.

3.0 QUALIFICATIONS OF MANUFACTURER / BIDDER

- 3.1 Manufacturers of the equipment of the type being offered, must have a minimum of three (3) continuous years of experience in the manufacture of utility vehicles.
- 3.2 The Bidder shall be an authorized distributor/supplier of the utility vehicle equipment being bid.

4.0 SERVICE FACILITY

- 4.1 For the purpose of warranty repairs, the Bidder 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. 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 the City of Winnipeg Repair Facility perform warranty work. 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 2006: \$ 73.50/hour and \$ 103.50/hour for overtime and callout).

4.3 Location of the service facility located within 10 km of the boundaries of the City of Winnipeg.

The Bidder shall choose and fill in **one** of the Clauses listed below. --- **4.3.1) OR 4.3.2)**

4.3.1 Bidder's own facility location. State the location of the service facility below.

4.3.2 Bidder elects to have warranty work be performed by the City of Winnipeg Repair Facility.

5.0 INSTRUCTIONS FOR COMPLETION OF SPECIFICATIONS

5.1 Each bid will be evaluated based on adherence to all terms, conditions and requirements outlined in the Bid Opportunity package.

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

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

6.0 BIDDER'S MAKE AND MODEL

ITEM 2 - A

The Bidder shall choose and fill in **one** of the Clauses listed below. --- **6.1) OR 6.2)**

6.1 The equipment is new (unused) equipment. _____

6.2 The equipment is a demonstrator model. _____

6.2.1 The demo model shall have less than 100 hours of previous usage. _____

a) If a demonstrator model is being offered, state the number of previous hours of usage is on the machine. _____

6.3 State make and model being bid:

7.0 GENERAL

7.1 Seating capacity — two (2). _____

7.2 Manufacturer's standard colour. State color. _____

7.3 Weight Capacity

7.3.1 GVWR rating, whole machine — Minimum 3,400 LBS.
State GVWR for machine.

7.3.2 Total Weight capacity (people and cargo) — Minimum 1,600 LBS.
State total weight capacity. _____

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8.0 WEIGHT & DIMENSIONS

8.1 Machine operating weight — between 1,750 LBS and 1,900 LBS.
State weight.

8.2 Approximate machine width with bumper, 60 in. State width.

8.3 Approximate wheelbase 75 IN. State wheelbase.

8.4 Ground clearance - State.

9.0 CARGO BOX

9.1 Minimum cargo weight capacity, 1,100 LBS.
State cargo weight capacity.

9.2 Minimum volumetric capacity, sixteen (16) CUBIC FEET.
State volumetric capacity.

9.3 Dump — Hydraulic Power lift.

9.4 Cargo box — bed liner — spray on only.

10.0 ENGINE

10.1 Type

10.1.1 Diesel.

10.1.2 Four (4) cycle.

10.1.3 Minimum 850 cc. — State size in cc.

10.1.4 Minimum horsepower twenty (20). State horsepower.

10.2 Fuel system capacity — Minimum six (6) Can GALLONS (28 LITRES)
State fuel system capacity.

11.0 DRIVE TRAIN , SUSPENSION , BRAKES and TIRES

11.1 Two(2) wheel drive with four (4) wheel drive selection.

11.2 Rear drive differential locking — manually activated.

11.3 Suspension

11.3.1 Front suspension — Independent.

11.3.2 Rear suspension — Semi independent or independent.

11.4 Brakes

11.4.1 All wheel hydraulic disk.

11.4.2 Parking brake.

11.5 Tires — Turf tires

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12.0 TOWING

12.1 Towing capacity on level terrain — Minimum 1,250 LBS.
State towing capacity on level terrain.

12.2 Rear receiver hitch.

12.3 Drawbar for receiver hitch

13.0 OPERATOR COMPARTMENT

13.1 Instrumentation:

13.1.1 Shall be as follows but not limited to:

a) Fuel gauge.

14.0 ELECTRICAL and LIGHTING

14.1 Battery — Minimum 500 CCA. State CCA.

14.2 Alternator — High capacity, minimum 55 AMPS. State amperage.

14.3 Headlights:

14.3.1 Two (2).

14.3.2 Halogen.

14.3.3 Minimum 35 WATTS each. State wattage.

14.4 Back – up alarm kit.

15.0 MISCELLANEOUS

15.1 Muffler — Spark arresting.

15.2 Steering — Power steering.

15.3 Rubber floor mat

15.4 Front guard bumper.

16.0 TRAINING

16.1 The Contractor shall be required to provide training (at the Contractor's expense) for the City of Winnipeg maintenance and operating personnel.

The training shall be divided into two separate sessions, one for maintenance personnel and one for operating personnel. The training shall be conducted in separate or combined sessions for each group of personnel.

The duration of the sessions shall be as long as required for adequate familiarization and orientation of the equipment to the satisfaction of the Contract Administrator.

The training shall be conducted within two (2) calendar weeks from the date of delivery and shall be coordinated through the Contract Administrator.

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The training shall be conducted in Winnipeg at a time and location designated by the Contract Administrator.

Pricing should be based on two (2) business day for maintenance personnel and two (2) business day for operating personnel.

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

16.2 Training Aides

16.2.1 Training aids to be included.

a) On the type of equipment being offered, state if VHS videotape or CD Rom training aides are available.

16.2.2 State if other training aides are available and state type.

17.0 WARRANTY

17.1 Complete details of warranties shall be made available within twenty-four (24) hours of the request of the Contract Administrator.

17.2 The Contractor shall warrant **all equipment** and all parts thereof, against any defects of workmanship, construction and materials, and agrees to repair or replace, without cost to the City, any article that has become defective and not proven to have been caused by negligence on the part of the user within **one (1) year** from the date the equipment is put into service by the City of Winnipeg.

17.2.1 Notwithstanding 17.2 above, the Contractor shall warrant **all major components** including, but not limited to, engine, transmission, final drives, all wheel drive system (and all components thereof), pumps and motors, axle assemblies, tandem drives, etc. against any defects of workmanship, construction and materials, and agrees to repair or replace without cost to the City, articles that have 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 equipment is put into service by the City of Winnipeg.

17.2.2 Notwithstanding 17.2 above, 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 equipment is put into service by the City of Winnipeg.

17.3 The warranty shall not include regular maintenance items or any item deemed as a consumable that is subject to everyday wear and tear, during the regular operation of the unit.

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17.3.1 If the equipment provided by the Contractor contains any part manufactured by an outside source, that falls under the description in Clause 17.3 above, and has a standard manufacturer's warranty, the term's contained in the manufacture's warranty shall apply.

17.4 The following shall be covered under manufacture's warranty for six (6) months against defects:

- a) Batteries.
 - b) Belts.
 - c) Tires.
-
-
-

17.5 All incidental warranty related costs (including, but not limited to, Contractor's travel, mileage, deductibles, towing costs etc.) in executing any part of the warranty shall be the sole responsibility of the Contractor.

18.0 MANUALS/CDs (preferred)

The following information shall be supplied at the time of delivery of the equipment and shall be included in bid price:

18.1 **ITEM 2 – B — OPERATOR'S MANUALS**

18.1.1 The Contractor shall provide an OPERATOR'S bound hardcopy manufacturer's OEM factory manual – two (2) in total.

18.2 **ITEM 2 – C — PARTS/TECHNICAL/SERVICE/REPAIR MANUALS**

18.2.1 The Contractor shall provide one of the following, outlined in Clause 18.2.1 a)

- a) Parts/technical/service/repair manuals/CDs preferred, including preventative maintenance schedules- two (2) in total.
 - i) The parts/technical/service/repair information in Clause 18.2.1 a) above shall be supplied in a bound hardcopy manufacturer's OEM factory manual or CD format by the Contractor, regardless if the same information is contained on a internet website.
 - ii) State whether the format is in hardcopy manual or CD format.
 - b) Parts/technical/service/repair manuals/CDs preferred – one(1) in total.
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-
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19.0 LITERATURE

Bidders shall submit within twenty-four (24) hours upon request of the Contract Administrator, current descriptive, detailed literature on the equipment being bid.

21.0 DELIVERY — ITEM 2

- 21.1 The equipment shall be serviced, ready for operation and delivered F.O.B. with the freight prepaid to the City of Winnipeg, Fleet Management Agency Office, 770 Ross Avenue, Winnipeg, Manitoba by **May 5/2006**.

The Contractor shall contact the Contract Administrator prior to delivery of the equipment.

Other terms of delivery are outlined in Clause D6 Delivery.

Late delivery shall be subject to the penalties outlined in Clause D7. Liquidated Damages

FORM O ITEM 2 : QUESTIONNAIRE

Spec 06 – 002 — ITEM 2 —1,100 lb capacity cargo box — New or Demo

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 offered model:

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

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