FORM A: BID (See B7)

| 1. | Contract Title | SUPPLY & DELIVERY SKID | STEER MACHINES | |
|----|--------------------------------|---|------------------|------------------|
| 2. | Bidder | | | |
| | | Name of Bidder | | |
| | | Street | | |
| | | City | Province | Postal Code |
| | | Facsimile Number | | |
| | (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 th | e above name. | |
| 3. | Contact Person | The Bidder hereby authorizes the Bidder for purposes of the | | son to represent |
| | | Contact Person | Title | |
| | | Telephone Number | Facsimile Number | E-mail Address |
| 4. | Definitions | All capitalized terms used in the Contract shall have the meanings ascribed to them in the General Conditions and D3. | | |
| 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 W a notice of award from 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. | | |
|-----|------------|--|--|------------------|
| 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 | | n for acceptance, binding and irre 0) Calendar Days following the S | |
| 10. | Signatures | The Bidder or the Bidd | ler's authorized official or officials | have signed this |
| | | | _ day of | _ , 20 |
| | | Signature of Bidder or Bidder's Authorized Of | ficial or Officials | |
| | | (Print here name and official | capacity of individual whose signature ap | pears above) |

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

FORM B: PRICES (See B8)

SUPPLY & DELIVERY SKID STEER MACHINES

UNIT PRICES

| ITEM NO. | DESCRIPTION | SPEC. REF. | UNIT | APPROX. QUANTITY | UNIT PRICE | AMOUNT |
|--|------------------|---------------|-----------------------|---------------------|---------------|----------|
| 1. | Skid Steer | | | | | |
| | Machines | | <i>(</i> – .) | | • | ^ |
| | (Rubber Tracked) | 09046 | (Each) | (2) | \$ | \$ |
| TOTAL BID PRICE (GST and MRST extra) (in figures) \$ | | | | | | |
| | | | | | | |

Name of Bidder

FORM N: DETAILED SPECIFICATIONS 09046

SKID STEER MACHINES

1.0 DESCRIPTION OF EQUIPMENT AND PERFORMANCE-

1.1 THESE SPECIFICATIONS DESCRIBE THE SUPPLY AND DELIVERY OF SKID STEER MACHINES AND ASSOCIATED ATTACHMENTS AS SPECIFIED HEREIN. THE SKID STEER MACHINES AND ALL ASSOCIATED ATTACHMENTS SHALL BE NEW 2010 MODEL YEAR OR NEWER.

- 1.2 Shall be capable of consistent top performance for construction activities, snow removal work and other miscellaneous functions such as ground, boulevard and parkland maintenance during the summer and winter environment, which is normal to the City of Winnipeg.
- 1.3 The **SKID STEER MACHINES** and all other items/components shall be the manufacturer's latest models. The equipment shall be furnished complete and ready for operation. Any parts or accessories not specifically mentioned, but which are required to complete and place the skid steer machines, (including attachments) in successful operation shall be furnished as though specifically mentioned in these specifications. The complete skid steer machines 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 The **SKID STEER MACHINES** and all its components and attachments shall comply with the applicable regulations:

Highway Traffic Act = http://web2.gov.mb.ca/laws/statutes/ccsm/h060e.php

Manitoba Motor Vehicle Act = http://www.tc.gc.ca/actsregulations/GENERAL/M/mvsa/menu.htm

Canadian Motor Vehicle Safety Standards, CMVSS = http://www.gnb.ca/0062/regs/83-163.htm

<u>Transport Canada = http://laws.justice.gc.ca/en/notice/index.html?redirect=%2Fen%2FM-</u> 10.01%2F250448.html

<u>National Safety Mark, NSM = http://www.tc.gc.ca/acts-</u> regulations/GENERAL/M/mvsa/regulations/mvsrg/001/mvsr3-5.html

<u>Manitoba/Winnipeg Safety and Health Act =</u> <u>http://web2.gov.mb.ca/laws/statutes/ccsm/w210e.php and</u> <u>http://www.gov.mb.ca/labour/safety/</u>

Canadian Standards Association, CSA = http://www.csa.ca/about/Default.asp?language=english

Under Writers of Canada, U/L = http://www.ulc.ca/

Society of Automotive Engineers, SAE = http://en.wikipedia.org/wiki/Society_of_Automotive_Engineers 2.3 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.

3.0 QUALIFICATIONS OF MANUFACTURER / BIDDER-

3.1 The manufacturer of the skid steer machines shall have three (3) years continuous experience manufacturing and distributing skid steer machines of the type and brand being offered.

<u>Note:</u> Upon request of the Contract Administrator, Bidders shall supply (within three (3) business days) a detailed description of the manufacturer's experience and qualifications.

3.2 The Contractor shall have (3) years continuous experience servicing, repairing and maintaining skid steer machines of the type brand being offered.

4.0 <u>SERVICE FACILITY</u>-

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.

SPECIFICATIONS- TRACKED SKID STEER SPEC REFERENCE 09046

5.0 ENGINE-

| 5.1 | Engine make & Model- | State- | |
|-----|-----------------------|---|--|
| 5.2 | Engine specification- | (4) cylinder, diesel, 65 gross hp Type – Tier III or IV compliant -diesel, liquid co and turbo charged. (SCR- Selective Catalytic Reduction not acceptable). Engines shall be warranted to use biodiesel at a B10 blend level (10% biodiesel to 90% ultra low sulphur diesel), where the biodiesel will meet product specification ASTM D 6751 to ensure fuel quality, state- | |
| 5.3 | Rated RPM- | State- | |
| 5.4 | Engine Aspiration- | State- | |
| 5.5 | Block heater | Required | |
| 6.0 | ELECTRICAL- | | |
| 6.1 | Alternator | 70 amp, state- | |
| 6.2 | Battery- | 900 CCA | |

| 7.0 | FUEL- | | |
|-------|---------------------------------|--|-----|
| 7.1 | Fuel Capacity- | 18 gal | |
| 7.2 | Fuel Consumption- | If available, state average fuel consumption (litres per hour) | |
| 8.0 | HYDRAULICS- | | |
| 8.1 | Hydraulic system- | High flow option required for (cold planne snow blower, stump grinder) | er, |
| 8.1.1 | High flow hydraulics- | With self levelling | |
| 9.0 | DRIVE SYSTEM- | | |
| 9.1 | Drive Train- | Ground speed 8 mph | |
| 9.2 | Transmission- | (2) Speed- | |
| 9.3 | Roller Type- | State- | |
| 9.4 | Track Width | State- | |
| 9.5 | (2) speed transmission | Required | |
| 9.6 | Tracks | Rubber tracks required, state size- | |
| 10.0 | PRODUCTIVITY- | | |
| 10.1 | Tipping Load | 6000 lbs. | |
| 10.2 | Breakout force Boom (with 72") | 3000 lbs. | |
| 10.3 | Breakout force Bucket (with 72' |)6000 lbs., state- | |
| 10.4 | Heaped Bucket Capacity | State capacity and size of bucket for Comparison reference | |
| 10.5 | Buckets | General purpose bucket, Snow bucket, Pallet forks required | |
| 10.6 | Snow Blower | State dimension and optional price \$\$- | |
| 11.0 | SAFETY- | | |
| 11.1 | In cab Boom Lock | Required | |
| 11.2 | Seat Belt | 3-point (lap belt not acceptable) | |
| 11.3 | Grab Handles | Required | |
| 11.4 | Fire Extinguisher | (5) lbs. High volume ABC type, state location- | |

12.0 OPERATOR STATION/CAB-

| 12.1 | Operation | Joystick | |
|-------|---------------------------------|--|--|
| 12.2 | Adjustable arm rests | Required | |
| 12.3 | Anti-theft system | Required, state type- | |
| 12.4 | Heat/air Conditioning | Required | |
| 12.5 | seat belt with shoulder harness | Required | |
| 12.6 | sound proof package | Required | |
| 12.7 | Back up alarm | State Dba | |
| 12.8 | Seat | Suspension seat with arm rests | |
| 12.9 | Beacon | Whelen VI Pod Series Super LED Blue & Amber Mini-light Bar pt # 6PODPM | |
| 12.10 | Horn | Required | |
| 12.11 | Mirror(s) | Rear view mirror(s) required | |
| 12.12 | Slow moving sign | Required | |

13.0 TRAINING-

13.1 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 two (2) business days for maintenance personnel and two (2) business days 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. 13.2 Training Aides:

Training aids to be included.

- a) On the type of equipment being offered, state if VHS videotape or CD Rom training aides are available-
- 13.2.1 State if other training aides are available and state type.
- 13.3 What is the recommended minimum training duration for:
 - a) Primary unit:
 - b) For major attachments (if applicable):
- 13.4 State what other training aids are available (videos, CDs).
 - a) For the primary unit:
 - b) For major attachments (if applicable):
- 13.5 Training Materials and applicable manuals or on-line training material information must be provided to the Operator Training Branch of Public Works at the earliest possible opportunity, no later than (4) weeks prior to delivery, when supplying vehicles, equipment and related attachments. Send these materials, preferably in both electronic format and hard copy (training videos are to be supplied on either CD or DVD) to:

Public Works Safety and Operator Training Division Operator Training Branch 2nd Floor, Building "B", 1500 Plessis Road R2C 5G6

E-mail: pwd-opertrain@winnipeg.ca

Attn: Equipment Training Coordinator - Pending Equipment Delivery

13.6 State acknowledgement of item 13.5-

14.0 WARRANTY-

- 14.1 Upon request, complete details of warranties shall be made available within twenty-four (24) hours of the request of the Contract Administrator.
- 14.2 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.
- 14.2.1 Notwithstanding 14.2 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 (5) years or 3000 hours from the date the equipment is put into service by the City of Winnipeg.
- 14.2.2 Notwithstanding 14.2 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.
- 14.3 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.
- 14.3.1 Examples of items not covered under warranty:
 - a) Ground engaging tools such as bolt cutting edges or bucket teeth.
 - b) Maintenance items such as filters, oils, belts etc
 - c) Miscellaneous items such as wiper blades, lights.
- 14.3.2 If the equipment provided by the Contractor contains any part manufactured by an outside source, that falls under the description in any one of the Clauses 14.1 above, and has a standard manufacture's warranty, the term's contained in the manufacture's warranty shall apply.

a) In the event of contradiction, the requirements of specification 14.2 shall take precedence over those of specification 14.1.

- 14.4 The following shall be covered under manufacture's warranty:
 - a) Batteries.
 - b) Tires & Tracks
- 14.5 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.
- 14.6 All warranty work performed by the contractor is be accompanied with a priced warranty invoice showing a zero balance minus any deductibles.

15.0 ONLINE DEALER SUPPORT-

The following information shall be available web based on line at the time of delivery of the equipment and shall be included in bid price. On-line dealer support shall be for a (9) year life cycle.

- 15.1 Operational (Operator manual) information
- 15.2 Parts/technical/service/repair information
- 15.3 Preventative maintenance schedules
- 15.4 State Website address-
- 15.5 Website subscriptions that is necessary in providing delivery of the information shall be included in the cost.
- 15.6 The information contained in the website must be deemed acceptable by the City's equipment inspector. In the event that the City inspector finds the that the information contained on the website.
 - Does not provide enough detail,
 - Is too difficult to navigate

At the inspectors discretion, the Contractor shall instead, supply the required manuals/CD's/paper bound copies.

16.0 <u>DELIVERY</u>-

- 16.1 <u>Delivery Point</u>- The complete unit shall be serviced, ready for operation and delivered F.O.B. WFMA 185 Tecumseh Street, Winnipeg MB.
- 16.2 <u>Delivery Time</u>- Within fourteen (14) calendar weeks from the date of official notification of award of contract. Equipment shall be delivered between 8:00 am and 3:00 pm on Business Days.
- 16.3 <u>Delivery Contact</u>- The Contractor shall contact the Contract Administrator prior to delivery of the equipment.
- 16.4 <u>P.D.I</u>- A pre-delivery inspection shall be performed by the Contractor on the equipment. Proof upon inspection including completed check list