

**FORM A: BID**  
(See B7)

1. Contract Title LEASE OF 3 WHEELED STREET SWEEPERS

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 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

\_\_\_\_\_  
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 Work shall commence until he is in receipt of a notice of award from the Award Authority 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.

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 sixty (60) Calendar Days following the Submission Deadline.

10. Signatures

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)

**LEASE OF 3 WHEELED STREET SWEEPERS**

**UNIT PRICES**

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT PRICE PER MONTH PER VEHICLE (A)	QUANTITY OF VEHICLES (B)	TERM OF LEASE (C)	EXTENDED AMOUNT (A x B x C)
1	3-Wheeled Street Sweepers	09046	\$ _____	(5)	(35) Months	\$ _____
TOTAL BID PRICE (GST and MRST extra) (in figures) \$ _____ (in words) _____ _____ _____						
_____						

## FORM N: DETAILED SPECIFICATIONS 09046

### 3 WHEELED STREET SWEEPERS

(Street Maintenance)

#### 1.0 **INTENT-**

- 1.1 It is the intent of these specifications to describe the lease of **3 wheeled, self-propelled street sweepers**. The lease shall include full service and maintenance of the **entire machines to be performed by the Contractor throughout the entire duration of the lease period.**
- 1.2 The leased street sweepers shall be the manufacturer's latest model as may be modified by these specifications. The vehicles 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 units, and all parts thereof, shall conform in strength and quality of material and workmanship, to the best standards and engineering practice of the industry.
- 1.3 The ratings specified herein state the minimum values acceptable to the City, not implying that these values are sufficient for the design of the particular unit being bid.

#### 2.0 **STANDARDS-**

- 2.1 All applicable SAE Standards form an integral part of these specifications and shall have precedence in any conflict concerning minimum acceptable standards.
- 2.2 The completed street sweepers shall comply with the Canada Motor Vehicle Safety Act and the Manitoba Highway Traffic Act and all regulations thereunder.
- 2.3 The street sweepers supplied under this contract shall be complete with a current Manitoba Safety Sticker affixed to the driver's side window. The certification shall be renewed by the Contractor throughout the duration of the lease as required by Province of Manitoba safety regulations.
- 2.4 The **Street Sweepers** 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](http://web2.gov.mb.ca/laws/statutes/ccsm/h060e.php)

[Manitoba Motor Vehicle Act = http://www.tc.gc.ca/acts-regulations/GENERAL/M/mvsa/menu.htm](http://www.tc.gc.ca/acts-regulations/GENERAL/M/mvsa/menu.htm)

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

[Transport Canada = http://laws.justice.gc.ca/en/notice/index.html?redirect=%2Fen%2FM-10.01%2F250448.html](http://laws.justice.gc.ca/en/notice/index.html?redirect=%2Fen%2FM-10.01%2F250448.html)

[National Safety Mark, NSM = http://www.tc.gc.ca/acts-regulations/GENERAL/M/mvsa/regulations/mvsrg/001/mvsr3-5.html](http://www.tc.gc.ca/acts-regulations/GENERAL/M/mvsa/regulations/mvsrg/001/mvsr3-5.html)

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

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

[Under Writers of Canada, U/L = http://www.ulc.ca/](http://www.ulc.ca/)

[Society of Automotive Engineers, SAE = http://en.wikipedia.org/wiki/Society\\_of\\_Automotive\\_Engineers](http://en.wikipedia.org/wiki/Society_of_Automotive_Engineers)

### **3.0 QUALIFICATIONS OF MANUFACTURER & CONTRACTOR-**

- 3.1 The manufacturer of the street sweepers shall have three (3) years continuous experience manufacturing street sweeping equipment of the types 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 three (3) years continuous experience servicing sell (distributing), repairing and maintaining street sweeping equipment of the types and brand being offered.

Note: Upon request of the Contract Administrator, Bidders shall supply (within three (3) business days) a detailed description of the Contractors experience and qualifications.

### **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 deviation 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 bid.

### **5.0 TERMS OF LEASE-**

- 5.1 The lease shall be thirty-five (35) months, commencing April 1, 2010 to October 31, 2014, with the option to mutually extend the Contract by an additional fourteen (14) months.

- 5.1.1 The City may negotiate the extension option with the Contractor within fifteen (15) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

- 5.1.2 Changes resulting from such negotiations shall become effective on November 1, 2014. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

- 5.2 The equipment shall be delivered to the City on April 1<sup>st</sup> and picked up/removed from City property on November 1<sup>st</sup> each Contract year for the duration of the Contract.

Note: If pick-up and delivery days fall on a weekend, the equipment shall be picked-up or delivered by the Contractor on the following business day

- 5.2.1 If the City requires the units past or prior to the above set dates, if mutually agreed this is possible the vendor shall charge the City on a pro rated basis for the extended time.

- 5.3 The estimated utilization of the street sweepers is 250 hours per month. If the vehicle is returned by the City with an excess of 250 hours per month over the entire period the unit is leased, 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 \$45.00/hour.

- 5.4 Bidders shall state the lease costs per month, as indicated on Form B: PRICES. The monthly rates shall include the cost of a full maintenance and service contract. The Contractor shall be responsible for maintenance of the complete machines including replacement of any components that fail during normal operation of the machines.
- 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 duration of the lease Contract.
- 5.6 The street sweepers are 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 within 3-calendar days (see Section 5.14). The City reserves the right to affect repairs to the equipment, 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 repair work required (as stated in Section 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;
  - Repair of damage to the equipment where damage has proven to have been caused by negligence on the part of the City;
  - Repair or replacement of damaged tires due to road hazards;
  - Normal operating and maintenance supplies including daily and weekly maintenance such as greasing and cleaning.
  - Consumables including fuel, brooms, broom adjustments, dirt shoes and dirt curtains.
  - Conveyor
- 5.9 The Contractor shall be responsible for the following items for equipment leased under this Contract:
- All scheduled maintenance including (but not limited to) oil and filter changes, and regular service adjustments as recommended by the equipment and chassis manufacturers;
  - All repairs due to mechanical failure or malfunction;
  - Towing costs (if unit is immobile);
  - All conveyor/elevator system repair and replacement parts;
  - All parts and labour costs (excluding items listed in Section 5.8);
  - Tires due to normal wear;
  - Two spare tires and rims for the 3 wheeled sweepers, to be delivered to F.M.A. at 195 Tecumseh Ave.
- 5.10 Upon initial delivery of the equipment, the street sweepers shall be a new 2010 model.

- 5.11 Throughout the remainder of the contract, the street sweepers shall be no more than three (3) model years old and shall have less than 6000 operating hours on the entire machine (for example, during the calendar year 2013 the oldest machine acceptable shall be a 2010 model year). If a machine exceeds the aforementioned model years or operating hours at any time throughout the lease period, the Contractor shall provide a new current model year unit with less than 500 operating hours on the entire unit. All machines leased under this contract shall be in excellent operating condition. The Fleet Management Agency will evaluate the condition of used machines bid as required.
- 5.12 The Contractor shall authorize the City of Winnipeg Repair Facilities to perform minor repairs and breakdowns during evenings, nights and weekends as required. The extent of the repairs shall be limited to a maximum of 4-hours per unit per breakdown. For all other repairs, or repairs requiring more than 4-hours labour, the City shall contact the Lessor the following business day. Any work performed by the City shall be charged to the Contractor at the Repair Facility's shop rate in effect at the time the work is performed (for example, shop rate for 2009: \$82.00/hour, overtime \$112.00/hour).
- 5.13 Downtime shall not exceed forty-eight (48) hours. Downtime shall include the time that the equipment is required by the Contractor for regular scheduled servicing or for maintenance of the machines required to correct failures not proven to have been caused by negligence of the user. The machines will be available to the Contractor for regular scheduled servicing or for maintenance during the hours of 4:00 pm – 9:00 pm Monday-Friday (most days) between April 1 and October 31 or as mutually agreed upon by the City and the Contractor.
- 5.13.1 On days, or during times that the equipment is not in use by the City, the City shall make the street sweepers available to the Contractor to perform maintenance and repairs described in Sections 5.5 and 5.13. Said days or times shall not be considered downtime.
- 5.13.2 All regular scheduled maintenance (such as oil changes, filters, etc.) shall be performed by the Contractor either at 1220 Pacific Avenue or at the Contractor's facility. If regular scheduled maintenance is to be performed at the Contractor's facility, the Contractor shall be responsible for pick-up and delivery of the equipment. Said times shall be pre-arranged by the Contractor and the City.
- 5.14 If a machine is unavailable for use due to warranty, repair or maintenance for more than two (2) calendar days, the Contractor shall provide (upon request of the Contract Administrator) a replacement unit at no additional cost to the City.
- 5.14.1 If a machine is down as in the case of an insurance claim or due to damage caused by misuse or negligence on the part of the user the Contractor shall make available a sweeper at a rate of \$ 45.00 per hour. The sweeper must be in good working order and meet the basic specifications set out in this contract or as mutually agreed upon by the Contractor and Contract Administrator.
- 5.15 The lease agreement shall be terminated at any time at the discretion of the Contract Administrator due to poor equipment performance, poor Contractor performance or continual mechanical breakdowns.
- 5.15.1 Due to the termination of the lease agreement as per clause 5.15, the City of Winnipeg shall not be responsible for the balance of payment. The lease agreement shall be prorated accordingly.
- 5.16 The equipment shall be delivered, serviced and ready for operation, F.O.B. to the Fleet Management Agency, 770 Ross Avenue, Winnipeg, Manitoba, no later than 9:00 am on the lease commencement date.

5.17 Bidder shall acknowledge compliance with the specifications and requirements of Items 5.1 to 5.16 inclusive.

State yes or no. \_\_\_\_\_

**6.0 3-WHEELED SWEEPER**

6.1 State make and model being bid: \_\_\_\_\_

**7.0 PERFORMANCE – 3 WHEELED SWEEPERS**

7.1 The 3-wheeled street sweeper shall be capable of consistent top performance of sweeping road debris and leaves on City streets while being safely and efficiently controlled by one (1) operator while operating within the confines of one (1) traffic lane. \_\_\_\_\_

7.2 The unit shall be capable of consistent top performance for the functions stated in Section 7.1 during the spring, summer and fall environments which are normal to the City of Winnipeg. \_\_\_\_\_

**8.0 SPECIFICATIONS – 3 WHEELED SWEEPERS**

8.1 Configuration – three wheel, dual side broom, rear steer, state type- \_\_\_\_\_

8.2 Weight and dimensions:

8.3 Operating weight – 14,000 lbs. nominal with dual side brooms, state- \_\_\_\_\_

8.4 Wheelbase – 125 in. approx., state- \_\_\_\_\_

8.5 Width – 102 in., state- \_\_\_\_\_

8.6 Sweeping swath – 120 in. \_\_\_\_\_

8.7 Suspension – the sweeper shall be equipped with fully sprung guide wheel(s). \_\_\_\_\_

8.8 Engine- Type – Tier III diesel fuelled, liquid cooled, 4-cylinder, 99 hp capable of powering all sweeper functions, state make, model and horsepower. (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- \_\_\_\_\_

8.9 Engine coolant – Extended life rated to -35° C. \_\_\_\_\_

8.10 Engine shutdown – low oil pressure and high water temperature shutdown system. \_\_\_\_\_

8.11 Battery – 925 CCA . \_\_\_\_\_



- 8.12 Block heater – immersion type, 750 watt with covered, recessed male plug. \_\_\_\_\_
- 8.13 Air cleaner – two stage dry type with restriction indicator light mounted in dash of vehicle. \_\_\_\_\_
- 8.14 Transmission Type – hydrostatic capable of variable speeds up to approx. 30 km/hr. \_\_\_\_\_
- 8.15 Road speed control – single foot pedal. \_\_\_\_\_
- 8.16 Direction control – foot or dash mounted operated. \_\_\_\_\_
- 8.17 Brakes- Service brakes – internal expanding shoe type, power assisted. \_\_\_\_\_
- 8.18 Parking brake – required. \_\_\_\_\_
- 8.19 Steer wheels & tires – steel disk wheels, 10R17.5 radial tires, 16-ply Two spare tires and rims for all types of tires of both 3 and 6 wheeled sweepers, to be delivered to F.M.A. at 195 Tecumseh Ave \_\_\_\_\_
- 8.20 Drive wheels & tires – steel disk wheels, 11R22.5 radial tires, 14-ply Two spare tires and rims for all types of tires of both 3 and 6 wheeled sweepers, to be delivered to F.M.A. at 195 Tecumseh Ave \_\_\_\_\_
- 8.21 Fuel tank- Capacity – Approx.130 L \_\_\_\_\_
- 8.22 Fuel and water separator – required. \_\_\_\_\_
- 8.23 Cab Type – fully enclosed pressurized cab, i.e., dust and weather sealed, steel or galvanized steel construction, state- \_\_\_\_\_
- 8.24 Visibility - Cab visibility shall be approx 360 degrees without mirrors or rear view camera system. \_\_\_\_\_
- 8.25 Climate controls – heater, defroster and air conditioner required. \_\_\_\_\_
- 8.26 Insulation – cab interior shall be sound suppressed and insulated, in-cab noise level not to exceed 85 dB(A) at any time, measured in accordance with SAE J336. State noise level- \_\_\_\_\_
- 8.27 Seats – dual bucket seats, cloth or vinyl upholstery with arm rests, air or mechanical suspension, seat belts with lap and shoulder harnesses. \_\_\_\_\_
- 8.28 Dual steering wheel(s) – dual steering with dual controls or centre mount steer, tilt type steering wheel(s). \_\_\_\_\_
- 8.29 Starter switch – key operated with three (3) sets of keys. \_\_\_\_\_
- 8.30 Mirrors – interior rear view and dual, power & heated West Coast exterior c/w min. 8 in. convex mirrors each side mounted forward of the cab enclosure. \_\_\_\_\_
- 8.31 Side windows – dual sliding, opening type. \_\_\_\_\_

- 8.32 Windshield wiper(s) – electric, 2-speed, intermittent with washer. \_\_\_\_\_
- 8.33 Sun visor(s) – required. \_\_\_\_\_
- 8.34 Radio – AM/FM/CD \_\_\_\_\_
- 8.35 Dome light – Required \_\_\_\_\_
- 8.36 Grab handle(s) – required, located for ergonomic entry and egress. \_\_\_\_\_
- 8.37 Instruments - Instrument panel shall be full vision illuminated with tachometer, hour meter, speedometer, odometer, fuel gauge, hydrostatic oil temp gauge, engine coolant temp gauge, engine oil pressure gauge, voltage gauge, hydraulic filter/drive filter restriction indicator, and engine air filter restriction indicator. \_\_\_\_\_
- 8.38 Capacity – 3.5 -cubic yards useable capacity, state- \_\_\_\_\_
- 8.38.1 Hopper- Front Dump Hooper \_\_\_\_\_
- 8.39 Dump height – variable height, ground level up to 110 in., state- \_\_\_\_\_
- 8.40 Lifting capacity – 9000 lbs. \_\_\_\_\_
- 8.41 Hopper dump control – dash mounted. \_\_\_\_\_
- 8.42 Water system- Water pump – shall be capable of running dry continuously. \_\_\_\_\_
- 8.43 Tank capacity – Approx. 800 L, state. \_\_\_\_\_
- 8.44 Tank material – corrosion proof, polyethylene or stainless steel state material. \_\_\_\_\_
- 8.45 Low water indicator – required, dash mounted. \_\_\_\_\_
- 8.46 In-line water filter – required, readily accessible. \_\_\_\_\_
- 8.47 Water delivery valves – adjustable, variable flow, operator controlled. \_\_\_\_\_
- 8.48 Hydrant hose – 25 ft. length, equipped with 2½ in. NST hydrant coupler. Equipped with a siphon breaker. \_\_\_\_\_
- 8.49 Storage compartment – required for proper storage of hose. \_\_\_\_\_
- 8.50 Sweeper shall be equipped with an internal hopper/conveyor flush and wash down system. \_\_\_\_\_
- 8.51 Side Brooms Type – hydraulic driven, 36 in. diameter, mounted on right and left sides with replaceable segments. \_\_\_\_\_
- 8.52 Up/down/ tilt for both brooms/ rotation function – hydraulic with individual in-cab controls and adjustable down pressure. \_\_\_\_\_

- 8.53 Main Broom type – hydraulic driven, 35” diameter x 66” long approx., state dimensions- \_\_\_\_\_
- 8.54 Raise/lower – hydraulic raise lower with in-cab controls. \_\_\_\_\_
- 8.55 Conveyor type – hydraulic driven conveyor belt having moulded cleats capable of effectively sweeping debris of varying sizes. \_\_\_\_\_
- 8.56 Speeds – conveyor speed shall be variable and reversible. \_\_\_\_\_
- 8.57 Conveyor system shall be capable of evenly loading hopper to full capacity without back spilling. \_\_\_\_\_
- 8.58 Hydraulic System- Oil reservoir – approx. 125 L capacity, baffled with sight gauge \_\_\_\_\_
- 8.59 Suction and Return lines – 10 micron filters with restriction indicator in the cab. \_\_\_\_\_
- 8.60 High hydraulic oil temperature indicator in cab is required. \_\_\_\_\_
- 8.61 Electrical & Lighting- All vehicle lighting shall conform to CMVSS (latest revision) and the Manitoba Highway Traffic Act. \_\_\_\_\_
- 8.62 Electrical system – 12 volt negative ground electrical system including combination stop and taillights, sealed multiple beam headlights, high beam/low beam switch, adjustable side broom spotlights, illuminated gauges and instrument panel, internally illuminated rocker switches, self-cancelling directional signals, and hazard switch. \_\_\_\_\_
- 8.63 Electric starter – required. \_\_\_\_\_
- 8.64 Alternator – 120 amp, state make and model. \_\_\_\_\_
- 8.65 Beacon - roof-mounted with limb guard. \_\_\_\_\_
- 8.66 Work Lights- For night-time operation, one roof-mounted, forward-facing work light to shine down into the hopper. One rear-mounted work light with in cab switch. \_\_\_\_\_
- 8.67 Rear Camera - rear vision camera system with dash-mounted colour LCD monitor to turn on when the foot pedal is put into reverse. System to also have a continuous on switch. \_\_\_\_\_
- 8.68 Windshield wipers – electric, 2-speed, intermittent with washer. \_\_\_\_\_
- 8.69 Back-up alarm – STAR 62-097 or factory installed alarm, 97 dB(A) rating, Installed to be protected from damage. \_\_\_\_\_
- 8.70 Exterior colour – white. \_\_\_\_\_
- 8.71 Groeneveld Twin Automatic Greasing System- Required, state quantity \_\_\_\_\_

of grease points-

---

**9.0 SLOW MOVING VEHICLE SIGNS-**

9.1 Slow Moving Vehicle Sign – required on the 3 -wheeled street sweepers, Grote 71152 or equal, rear mounted in a visible location.

---

**10.0 MANUALS AND LITERATURE-**

10.1 The Contractor shall provide two (2) sets of operational manuals and two (2) sets of maintenance manuals for each make and type of street sweeper for use by the City during the lease period. (CDs are preferred).

---

10.2 Bidders shall supply detailed drawing(s) or literature of the street sweepers with their bid.

---

**11.0 LICENSING AND INSURANCE-**

11.1 The City shall provide and pay for vehicle licensing and registration and at least the minimum applicable Autopac insurance coverage.

---

11.2 The City will provide its own Third Party Liability insurance excessive of the basic Autopac coverage. Evidence of such coverage will be provided by the Contract Administrator upon request.

---

11.3 If a vehicle supplied under the Contract is involved in an incident, any claims will be processed by the Claims and Insurance Branch of the City Finance Department.

---

**12.0 USER DEPARTMENT-**

12.1 While it is the intent of the City that the vehicles supplied under this Contract will be used by the Public Works Department, the City reserves the right to reassign any or all units to other City Departments on occasion.

---

**13.0 WEAR AND TEAR-**

13.1 When the units leased under this Contract are returned to the Contractor, the Contractor shall note that the City shall not be charged for normal wear and tear including, but not limited to, small chassis and body scratches (interior and exterior) and dents, paint discolouration, stone chips as well as minor repairs that may be necessary incidental to installation and removal of two way mobile radios.

---

13.2 When a unit or units supplied under this Contract are returned to the Contractor and the units have wear or damage in excess of normal wear and tear, the successful bidder shall contact the Contract Administrator. Details of the vehicle wear or damage shall be provided to the Contract Administrator who shall investigate or shall cause to have the Fleet Management Agency investigate the Contractor's claims. The unit or units in question shall remain "as is" until the claim has been resolved. The Contract Administrator shall have the final decision in disputes regarding damage claims. The Contractor shall have no claim against the City for any costs to rectify any wear or damage where the wear or damage was rectified without the consent of the Contract Administrator.

---

**14.0 DELIVERY-**

14.1 Delivery Point- The complete unit shall be serviced, ready for operation and delivered F.O.B. with the freight prepaid, including invoice and N.I.V.S. (if applicable) to the WFMA 185 Tecumseh Street, Winnipeg MB. \_\_\_\_\_

14.2 Delivery Time- **April 1, 2010.** Equipment shall be delivered between 8:00 am and 3:00 pm on Business Days. \_\_\_\_\_

14.3 Delivery Contact- The Contractor shall contact the Contract Administrator prior to delivery of the equipment. \_\_\_\_\_

14.4 P.D.I- A pre-delivery inspection shall be performed by the Contractor on the equipment. Proof upon inspection including completed check list \_\_\_\_\_

**15.0 TRAINING-**

15.1 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.

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

15.3 Pricing should be based on four (4) business days for maintenance personnel and four (4) 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. \_\_\_\_\_

15.4 Training aids to be included.

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

15.5 State if other training aides are available and state type. \_\_\_\_\_

15.6 What is the recommended minimum training duration for:

a) Primary unit: \_\_\_\_\_

b) For major attachments (if applicable): \_\_\_\_\_

15.7 State what other training aids are available (videos, CDs).

a) For the primary unit: \_\_\_\_\_

b) For major attachments (if applicable): \_\_\_\_\_

15.8 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](mailto:pwd-opertrain@winnipeg.ca)

Attn: Equipment Training Coordinator - Pending Equipment Delivery \_\_\_\_\_