

FORM A: BID
(See B7)

1. Contract Title LEASE OF A RUBBER TIRE ASPHALT PAVER

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 A RUBBER TIRE ASPHALT PAVER

UNIT PRICES

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT PRICE PER MONTH PER VEHICLE (A)	QUANTITY OF PAVERS (B)	TERM OF LEASE (C)	EXTENDED AMOUNT (A x B X C)
1	Lease of an Asphalt Paver	09055	\$ _____	1	(30) Months	\$ _____

 Name of Bidder

FORM N: DETAILED SPECIFICATIONS 09055

LEASE OF A RUBBER TIRE ASPHALT PAVER

(Street Maintenance)

1.0 **INTENT-**

- 1.1 It is the intent of these specifications to describe the **Lease of one Rubber Tire Asphalt Paver**. The lease shall include full service and maintenance of the entire machine to be performed by the Contractor.
- 1.2 The **Leased Rubber Tire Asphalt Paver** shall be the manufacturer's latest model as may be modified by these specifications. The unit 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.

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 Rubber Tire Asphalt Paver 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/acts-regulations/GENERAL/M/mvsa/menu.htm>

Canadian Motor Vehicle Safety Standards, CMVSS = <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>

National Safety Mark, NSM = <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> and <http://www.gov.mb.ca/labour/safety/>

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 & CONTRACTOR-

- 3.1 The manufacturer of the asphalt paver shall have a five (5) years continuous experience manufacturing street paving 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 five (5) years continuous experience in Manitoba servicing, repairing and maintaining street paving 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 Contractors experience and qualifications.

- 3.4 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.

4.0 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 length of the lease shall be thirty (30) months, including the following lease periods:

May 1 – October 31, 2010	6-months
May 1 – October 31, 2011	6-months
May 1 – October 31, 2012	6-months
May 1 – October 31, 2013	6-months
May 1 – October 31, 2014	6-months

Notwithstanding Section D10 of the Supplemental Conditions, the equipment shall be picked-up by the Contractor and removed from City property on November 1 each year between the years of 2010-2014. Similarly, the equipment shall be delivered to the City on May 1, 2010 and May 1 between the years of 2011-2014.

The equipment shall be picked up/removed from City property on November 1st 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 The estimated utilization of the street paver is 110 hours per month. If the vehicle is returned by the City with an excess of 110 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, state hourly rate below:

Charge per hour in excess of 3300 hours after 30 months of usage	\$ _____
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- 5.3 Bidders shall state the rental costs per month, as indicated on Form B: PRICES. The monthly rates shall include the cost of a full maintenance as recommend by the manufacturer 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.
- 5.4 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.
- 5.5 The street paver 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 affect repairs to the equipment, at full cost to the Contractor, should the Contractor fail to perform in a timely manner. (Shop rate for 2010 \$82.00/Overtime rate is \$130.00/hr)
- 5.6 Should the Contractor dispute the City's decision on repair work required (as stated in Section 5.10) 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.
- 5.7 The City shall be responsible for the following items for equipment leased under this Contract:
- 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, screed plates and auger.
- 5.8 The Contractor shall be responsible for the following items for equipment leased under this Contract:
- All scheduled maintenance as recommended by the manufacturer 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 system repair and replacement parts
- All parts and labour costs (excluding items listed in Section 5.7);
- Tires due to normal wear.

- 5.9 Upon initial delivery of the equipment, the street paver shall be no older than 2010 and with less than 20 operating hours on the entire unit.
- 5.10 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 2010: \$82.00/hour).
- 5.11 The Contractor shall not exceed (2) business days downtime, i.e., the time that the street paver is not available for use by the City. Downtime shall include the time that the equipment is required by the Contractor for regular scheduled servicing or for maintenance of the machine required to correct failures not proven to have been caused by negligence of the user. The machine 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 May 1 and October 31. or as mutually agreed upon by the city and the Contractor.
- 5.11.1 If the Contractor fails to achieve item 5.11 above, the Contractor shall pay the City \$400.00 per Calendar Day.
- 5.11.2 In order to minimize down time the Contractor shall provide repair/warranty service by mobile service truck on site.
- 5.12 On days, or during times that the equipment is not in use by the City, the City shall make the street paver available to the Contractor to perform maintenance and repairs described in Sections 5.4 and 5.11. Said days or times shall not be considered downtime.
- 5.12.1 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
- 5.13 If the machine is unavailable for use due to warranty, repair or maintenance for more than three (2) calendar days, the Contractor shall provide (upon request of the Contract Administrator) a replacement unit at no additional cost to the City.
- 5.13.1 If the 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 paver. The paver must be in good working order.
- 5.14 The lease agreement shall be terminated at any time at the discretion of the Contract Administrator due to poor performance or continual breakdowns. Poor performance or continual breakdowns are considered as follows:
- Repetitive downtime exceeding (2) business days
 - Parts availability
 - Equipment Performance
 - Service Performance

- 5.14.1 Due to the termination of the lease agreement as per clause 5.14, the City of Winnipeg shall not be responsible for the balance of payment. The lease agreement shall be prorated accordingly.
- 5.15 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.
- 5.16 Bidder shall acknowledge compliance with the specifications and requirements of Items 5.1 to 5.15 inclusive.

State yes or no. _____

6.0 ELIGIBLE MODELS-

- Terex Cedarapids CR 452 Rubber Tire Paver
- Cat AP-1000D Rubber Tire Paver
- Volvo PF6170 Rubber Tire Paver

6.1 State make & Model being bid- _____

7.0 GENERAL SPECIFICATIONS-

- | | | |
|------|--------------------------|--|
| 7.1 | Operating Weight- | State- _____ |
| 7.2 | Engine/Drive- | Tier III compliant -diesel, approx. 200-220 hp liquid cooled 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- _____ |
| 7.3 | Engine Fuel Consumption- | State Fuel consumption per hour. (L/ph) _____ |
| 7.4 | Drive System- | Hydrostatic drive with differential lock/posi-trac preferred, state- _____ |
| 7.5 | Wheel Assist- | Front Wheel Drive assist _____ |
| 7.6 | Paver width- | Paver width approx 10 ft. _____ |
| 7.7 | Overall Paver Width- | Paving width @ 10 – 20 ft. (approx.) with the option of 2x2ft. extensions, state- _____ |
| 7.8 | Paver Depth- | Required Paving depth, 12", state- _____ |
| 7.9 | Speed- | State paving speed- _____ |
| 7.10 | Travel- | State travel speed- _____ |
| 7.11 | Tires- | 16 ply, state size- _____ |
| 7.12 | Brakes/Steering- | Multiple disc parking/Hydrostatic steering _____ |
| 7.13 | Fuel Capacity- | Fuel Capacity- Approx 270 litres, state- _____ |

7.14	Hopper Length & Width-	Length and Width- 6ft X 10 ft	_____
7.15	Hopper Volume-	Volume Approx. 6.0 m3	_____
7.16	Hopper Capacity-	Capacity 14 tons	_____
7.17	Feed Tunnel-	Feed tunnel width, state-	_____
7.18	Screed Plate-	Approx. 34in X 10ft, steel, state-	_____
7.19	Screed thickness-	Approx. 3/8 in.	_____
7.20	Screed vibrators	hydraulically adjustable	_____
7.21	Screed Vibrations-	State (vpm) vibrations per unit-	_____
7.22	Heaters-	Electric state BTU-	_____
7.23	Crown control	Hydraulic	_____
7.24	Screed Lift	Hydraulic	_____
7.25	Mat Depth Control-	Mat depth control Hydraulic	_____
7.26	Screed end plates-	Adjustable	_____
7.27	Screed Stretch-	Electric Approx. 19' 6"	_____
7.28	Control System-	Topcon electronics preferred	_____
7.29	Frame Raise/Auger Raise/ Suspension Raise	Frame/Auger/Suspension Raise or equivalent, state-	_____
7.30	Fumes	Fume extraction required, state type-	_____
7.31	Feed System-	Auto feed or equivalent	_____
7.32	Electric Controls-	Top Con system-	_____
7.33	Truck Hooks-	Required-	_____
7.34	Spreading Auger-	State type & dimensions-	_____
7.35	Back-up Alarm Required	97 dba required	_____
7.36	Beacons	360 visibility Part #Whelen Mini light bar; R2LPPA	_____
7.37	Fire Extinguisher	(10 lbs) F.E. Dry Chemical fire extinguisher	_____
7.38	First Aid Kit	Required	_____
7.39	Reflective stripping	Required, exact location to be determined upon a pre-production meet.	_____
7.40	Spare set of keys	(3) sets of spare keys required	_____

7.41 Laser level Laser level or equivalent required, state- _____

8.0 TRAINING-

8.1 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.

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

8.3 Pricing should be based on two (2) business days for maintenance personnel and two (2) business days for operating personnel for a total of four (4) days.

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.

8.4 Training aids to be included.

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

8.5 State if other training aides are available and state type. _____

8.6 What is the recommended minimum training duration for:

a) Primary unit: _____

b) For major attachments (if applicable): _____

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

a) For the primary unit: _____

b) For major attachments (if applicable): _____

8.8 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

Attn: Equipment Training Coordinator - Pending Equipment Delivery_____