



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 1068-2013

RENTAL OF ROAD AND CONSTRUCTION EQUIPMENT FOR 2014

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 RENTAL OF ROAD AND CONSTRUCTION EQUIPMENT FOR 2014

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 5, 2014.

B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. CONFIDENTIALITY

B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B5. ADDENDA

B5.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6. SUBSTITUTES

- B6.1 The Work is based on the materials, equipment, methods and products specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.

- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B14.
- B6.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.7 deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B14.1(a).

B7. BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B7.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B7.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.6 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B14.1(a).
- B7.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204- 949-1178.
- B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B8. BID

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.

- B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B8.4.2 All signatures shall be original.
- B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.
- B9. PRICES**
- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 Prices on Form B: Prices shall include:
- (a) duty;
 - (b) freight and cartage;
 - (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
 - (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.
- B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B10. QUALIFICATION

B10.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B10.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).

B10.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B10.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

B11.1 Bids will not be opened publicly.

B11.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements or evaluated prices) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B11.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B11.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B12. IRREVOCABLE BID

- B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B12.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B13. WITHDRAWAL OF BIDS

- B13.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B13.1.1 Notwithstanding C21, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
 - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.
- B13.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B14. EVALUATION OF BIDS

- B14.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity or acceptable deviation there from (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
 - (c) Unit Price;
 - (d) economic analysis of any approved alternative pursuant to B6.
- B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.
- B14.4 Further to B14.1(c), the Unit Price shall be the unit price for each item shown on Form B: Prices.
- B14.5 This Contract may be awarded by item as identified on Form B: Prices.

B14.5.1 The City shall not be obliged to award any item to the responsible Bidder submitting the lowest evaluated Bid for that item and shall have the right to choose the alternative which is in its best interests.

B14.6 Bidders are not required to bid on all items.

B14.7 Further to B14.5, the City will establish a call-out list for the equipment listed on Form B: Prices. When the City requires equipment listed on Form B: Prices, the City will telephone the low bidder first that meets the evaluation criteria stated in B14.1, and so on until the City's requirements have been met.

B15. AWARD OF CONTRACT

B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B14.

B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

B15.4 Notwithstanding C4 and Paragraph 6 of Form A: Bid, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.

B15.5 The Contract, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Supply of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for the Supply and Delivery of Goods*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the rental of road and construction equipment on a daily, weekly and monthly basis from the date of award until December 31, 2014 with the option of one (1) mutually agreed upon one (1) year extension.

D2.1.1 The City may negotiate an extension option with a Contractor within sixty (60) 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.

D2.1.2 Changes resulting from such negotiations shall become effective on January 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.2 The Work shall be done on an "as required" basis during the term of the Contract.

D2.2.1 Notwithstanding C7, the City shall have no obligation under the Contract to lease any quantity of any item in excess of its actual operational requirements.

D2.3 The purpose is to establish a call-out list of prices on a daily, weekly and monthly basis for the rental of road and highway equipment. The equipment will be rented on an "as-required" basis, where and when available.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Eugene Romaniuk *CET*
Winnipeg Fleet Management Agency
770 Ross Ave. Winnipeg, Manitoba R3E 1C6
Telephone No. 204-250-5624
Facsimile No. 204-986-2749

D4. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D4.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D4.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D4.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D4.4 A Contractor who violates any provision of D4 may be determined to be in breach of Contract.

D5. NOTICES

D5.1 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer

Facsimile No.: 204- 949-1174

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

D6.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

SCHEDULE OF WORK

D7. COMMENCEMENT

D7.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D7.2 The Contractor shall not commence any Work until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D6.

D8. DELIVERY

D8.1 The Contractor shall arrange for the vehicles and equipment to be serviced, ready for operation, fully fuelled, licensed and insured (where applicable) and delivered FOB with the freight prepaid to the City of Winnipeg, Winnipeg Fleet Management Agency Office, 195 Tecumseh Street, Winnipeg, Manitoba no later than 9:00 am of the lease commencement date. The Contractor shall contact the Winnipeg Fleet Management Agency's Maintenance System Analyst at 204-986-8370 prior to delivery of the equipment or vehicles.

D8.1.1 If a vehicle is delivered after 9:00 am of the lease commencement date, the first billing date shall be considered to be the next Business Day.

D8.2 The Contractor shall arrange for Pre-Delivery Inspections prior to delivery of the equipment.

D8.3 The Contractor shall fax all equipment serial numbers, hours/mileage to the Maintenance System Analyst at 204-986-8370 prior to delivery of the equipment.

D9. ORDERS

D9.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

D9.2 When equipment is required, the City shall telephone the low Bidder for that class and order the equipment required. Should the equipment not be available when required, the City shall go to the second low Bidder, etc., until the equipment is obtained. The order will be confirmed by the issuance of a purchase order.

D9.3 Any material, labour or components not specifically mentioned or included herein, but may be required to complete, perfect and place the equipment in successful operation, shall be furnished by the Contractor as though specifically mentioned in these Contract Documents. The Contractor shall supply the equipment and all components and all features that are normally considered to be standard on that equipment.

D10. RECORDS

D10.1 The Contractor shall keep detailed records of each piece of equipment supplied under the Contract.

D10.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) User name(s) and addresses;
- (b) Order date(s);
- (c) Delivery date(s);
- (d) Description and quantity of goods supplied;
- (e) A detailed record of wear or damage to the equipment at the time of delivery;
- (f) Maintenance records, specifically next service due dates and mileage/hours as per the manufacturer's maintenance and repair schedules.

D10.3 The Contractor shall provide the Contract Administrator with a copy of the records for each piece of equipment at the time of delivery.

D10.4 The City will bear no responsibility for delays in approval of invoices that are improperly submitted.

D11. INVOICES

D11.1 The Contractor shall submit an accurate invoice or invoices for the supply and delivery of each piece of equipment specified in the Contract to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building
510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: 204-949-0864
Email: CityWpgAP@winnipeg.ca

D11.2 Invoices must clearly indicate, as a minimum:

- (a) the City's order (Purchase Order or Standing Purchase Order Release Authorization) number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of goods delivered;
- (e) the amount payable with GST and PST shown as separate amounts;
- (f) the Contractor's GST registration number;
- (g) the City Unit Number (to be provided by WFMA at the time of order).

D11.3 The City will bear no responsibility for delays in approval of invoices that are improperly submitted.

D11.4 The Contractor shall provide no more than one (1) invoice per month per vehicle/equipment regardless of the lease period.

D11.4.1 Further to D11.4 and D12.2, the following example is provided to indicate invoicing for "Daily Rate" equipment: (Applicable taxes extra).

Example:	Item 12a	- Rubber Tire Wheel Loader, 120-150 hp
	Unit Price	- \$400.00 per Day
	Lease Period	- February 27 – March 5, 2014
	Days Leased	- 7

Invoice

- Dated March 6, 2014
- $\$400.00 \times 7 = \2800.00

D11.4.2 Further to D10.4 and D11.2, the following example is provided to indicate invoicing for "Weekly Rate" equipment: (Applicable taxes extra).

Example:	Item 12b	- Rubber Tire Wheel Loader, 120-150 hp
	Unit Price	- \$1500.00 per Week
	Lease Period	- May 23 – June 18, 2014
	Weeks Leased	- 3-weeks, 6-days

Invoice

- Dated June 19, 2014
- $(\$1500.00 \times 3) + [(1500 \div 7) \times 6] = \5785.71

D11.4.3 Further to D10.4 and D11.2, the following example is provided to indicate invoicing for "Monthly Rate" equipment: (Applicable taxes extra).

Example:	Item 12c	- Rubber Tire Wheel Loader, 120-150 hp
	Unit Price	- \$4500.00 per Month
	Lease Period	- May 11 – September 17, 2014
	Months Leased	- 4-months, 6-days

Invoice 1

- Dated June 1, 2014
- $(\$4500.00 \div 30) \times 21 = \3150.00

Invoice 2

- Dated July 1, 2014
- $\$4500.00 \times 1 = \4500.00

Invoice 3

- Dated August 1, 2014
- $\$4500.00 \times 1 = \4500.00

Invoice 4

- Dated September 1, 2014
- $\$4500.00 \times 1 = \4500.00

Invoice 5

- Dated September 18, 2014
- $(\$4500.00 \div 30) \times 17 = \2550.00

D12. PAYMENT

- D12.1 Further to C10, payment shall be issued in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D12.2 Lease payments will be net, paid at the end of each month, for the previous month's use or portion thereof by invoice, after acceptance of the equipment by the City of Winnipeg as specified. A portion of a weekly and monthly rental shall be pro-rated based upon a seven (7) day week and a thirty (30) day month. All payments shall be made in Canadian funds at par in Winnipeg, Manitoba and no interest will be allowed on any payments. All charges for duty, freight and other charges, government or otherwise, but not including Manitoba Retail Sales Tax and the Goods and Services Tax shall be included in the lease price.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

E1.1 These Specifications shall apply to the Work.

E2. NOTICE OF REQUIREMENT

E2.1 When equipment or vehicles are required, the City shall telephone the low Bidder for that class and order the equipment required. Should the equipment not be available from the low Bidder when required, the City shall go to the second low Bidder, etc., until the equipment required is obtained. The order will be confirmed by the issuance of a Purchase Order.

E2.2 When ordering equipment, the City of Winnipeg shall attempt to provide sufficient notice to allow the Bidder to make such arrangements as may be required, for example:

- (a) daily lease – notice shall be a minimum of one (1) Business day;
- (b) weekly lease – notice shall be a minimum of five (5) Business days;
- (c) monthly lease – notice shall be a minimum of five (5) Business days;

E2.3 Notice shall be deemed to be given when the Contract Administrator, or designate telephones to advise the Contractor of an order.

E2.4 The equipment supplied under this Contract shall be used by various departments of the City, however, the City reserves the right to reassign any or all units to other City departments.

E2.5 Past rental records indicate that the road and highway equipment has been rented for periods of approximately five (5) months in duration. However, the City can make no guarantees that the specified equipment will be needed for similar terms for the upcoming construction season.

E2.6 The City's purchase order shall be the agreement between the Contractor and the City. Any signature from an employee of the City on a rental agreement or delivery slip will only constitute acceptance of the vehicle/equipment, all other terms and conditions of the rental agreement shall be null and void.

E2.7 For all rentals, a City of Winnipeg employee must print and sign their names.

E3. MINIMUM EQUIPMENT/VEHICLE SPECIFICATIONS

E3.1 Item No. 1 – shall be a Bomag BW55E or equivalent, 300 lb. walk behind steel drum vibrator.

E3.2 Item No. 2 – shall be a Bomag 142D or equivalent, 10,500 lbs. smooth drum vibratory steel roller with ROPS protection and an amber warning beacon with 360° visibility.

E3.3 Item No. 3 – shall be a Wacker RD880 or equivalent twin steel drum asphalt roller with water spray system, ROPS protection, amber warning beacon with 360° visibility, and;

- (a) a CMVSS approved tilt-deck trailer with lighting package and safety chains for moving twin drum roller(s); and
- (b) chains and chain tighteners to secure to trailer.

E3.4 Item No. 4 – shall be a Leeboy 400T or equivalent twin drum roller with independent hydraulic wheels and safety chains that allows the unit to be hooked-up and towed by a truck (no trailer required).

E3.5 Item No. 5 – shall be a thirteen (13) wheel wobbly, pull type c/w safety chains.

- E3.6 Item No. 6 – shall be a self-propelled nine (9) wheel wobbly c/w ROPS protection and an amber warning beacon with 360° visibility.
- E3.7 Item No. 7 – shall be a tow behind air compressor 185-210 cfm @ 100 psi c/w safety chains and two (2) lengths of compressor hose (in good condition, no breaks in hose cover). The compressor hose must be safety clipped to compressor hose outlet joint of both hoses and a safety clip at end of hose to clip to attachment. The air compressor must be equipped with a slow moving sign and working taillights.
- E3.8 Item No. 8 – shall be a minimum 60 hp tractor c/w amber warning beacon with 360° visibility, ROPS cab or protection, 3-pt hitch, pintle hitch or clevis.
- E3.9 Item No. 9 – shall be a minimum 100 hp tractor c/w amber warning beacon 360° visibility, ROPS cab or protection, 3-pt hitch, pintle hitch or clevis.
- E3.10 Item No. 10 – shall be a JCB Fastrac 2140 or equivalent, minimum 130 hp 4WD tractor c/w articulate or crab steering, amber warning beacon with 360° visibility, fully enclosed ROPS cab and a pintle hitch or clevis capable of towing two (2) loaded thirteen (13) wheeled wobblers.
- E3.11 Item No. 11 – shall be a 60-90 hp Rubber Tired Loader, c/w amber warning beacon with 360° visibility, ROPS cab or protection, 3-point hitch.
- E3.12 Item No. 12 – shall be a 120-150 hp Rubber Tired Wheel Loader, 2-3 yd³ general purpose bucket, c/w amber warning beacon with 360° visibility, fully enclosed ROPS cab with climate controls.
- E3.13 Item No. 13 – shall be a 160-190 hp Rubber Tired Wheel Loader, 3-4 yd³ general purpose bucket, c/w amber warning beacon with 360° visibility, fully enclosed ROPS cab with climate controls.
- E3.14 Item No. 14 – shall be a 75-100 hp, 4wd Industrial Tractor Loader Backhoe, c/w amber warning beacon with 360° visibility, fully enclosed ROPS cab with climate controls.
- E3.15 Item No. 15 – shall be a minimum 170 hp in Gear 1, AWD Motor Grader, 36,000 lbs. approx. c/w steering wheel, amber warning beacon with 360° visibility, fully enclosed ROPS cab with climate controls.
- E3.16 Item No. 16 – shall be a nominal 45,000 lbs. tracked excavator, diesel powered, approx. 160 hp, 36 in. bucket, fully enclosed ROPS cab with climate controls, amber warning beacon w/360° visibility.
- E3.17 Item No. 17 – shall be a nominal 130 hp sheepsfoot compactor, approx. 23,000 lbs., 84 in. approx. drum width, diesel powered, ROPS protected c/w amber warning beacon w/360° visibility.
- E3.18 Item No. 18 – shall be a minimum 24,000 lbs. GVWR Cab & Chassis with a minimum 12 ft. steel flat deck. Cab & Chassis shall include an automatic transmission, hydraulic brakes, amber warning beacon w/360° visibility, current MGI safety including appropriate sticker. Flat deck to include a towing package c/w a Class IV towing hitch attached to frame, electric brake controller and all applicable wiring and electrical hook-up.
- E3.19 Item No. 19 – shall be a minimum 24,000 lbs. GVWR Cab & Chassis with a minimum 12 ft. steel dump body. Cab & Chassis shall include an automatic transmission, hydraulic brakes, amber warning beacon w/360° visibility, current MGI safety including appropriate sticker. Dump body shall have minimum 16 in. fixed or fold-down sides, 2-way tailgate, cab guard, towing package c/w a Class IV towing hitch attached to frame, electric brake controller and all applicable wiring and electrical hook-up.
- E3.20 Item No. 20 – shall be a minimum 54,000 lbs. GVWR Cab & Chassis with a minimum 14 ft. steel dump body. Cab & Chassis shall include an automatic transmission, air brakes, amber warning beacon w/360° visibility, current MGI safety including appropriate sticker. Dump body shall

- have a 2-way tailgate, cab guard, towing package c/w a Class IV pintle hitch attached to frame, electric brake controller and all applicable wiring and electrical hook-up.
- E3.21 Item No. 21 – shall be a nominal 32 ft. Construction/Crew office c/w a current MGI safety, 1998 or newer, appropriate trailer lights (turn and stop lights) and safety chains, propane or electric heaters, table with six (6) chairs and interior lights.
- E3.22 Item No. 22 – shall be a walk-behind Concrete Saw, minimum 62 hp gasoline or minimum 45 hp diesel engine, approx. 1500 lbs., Husqvarna FS 4800 or equal.
- E3.23 Item No. 23 – shall be a walk-behind Concrete Saw, minimum 66 hp diesel engine, approx. 1850 lbs., Husqvarna FS 6600 D or equal.
- E3.24 Item No. 24 – shall be a self-propelled, dry cutting, early entry, walk-behind concrete saw, 11 hp gasoline engine, 350 lbs. approx., Husqvarna Soff-Cut 2500 or equal.
- E3.25 Item No. 25 – shall be a minimum 60 hp skid steer loader with a climate controlled cab, diesel fuelled, tires or tracks, general purpose bucket, amber warning beacon w/360° visibility.
- E3.26 Item No. 26 – shall be a multi-purpose, utility/work machine capable of accepting multiple attachments, with ROPS system c/w amber warning beacon w/360° visibility, Bobcat Toolcat 5610 or equal.
- E3.27 Item No. 27 – shall be an approx. 8000 lbs. capacity fork lift, propane driven with ROPS system c/w amber warning beacon w/360° visibility.
- E3.28 Item No. 28 – shall be an electric or propane driven, self-propelled ice resurfacers c/w studded tires.
- E3.29 Item No. 29 – shall be a 4wd riding mower, 24 hp diesel engine, 52 in. cutting width minimum, ROPS system c/w amber warning beacon w/ 360° visibility, Toro Groundsmaster 3280-D or equivalent.
- E3.30 Item No. 30 – shall be a 48 in. rolling swath, 6 hp gasoline engine, steering wheel, Toro GreensPro 1200 or equivalent.
- E3.31 Item No. 31 – shall be a minimum 20 hp diesel engine, 72 in. cutting width, reel type fairway mower with ROPS system c/w amber warning beacon w/360° visibility, Toro 3100D or equivalent.
- E3.32 Item No. 32 – shall be an approx. 35 hp diesel engine, trim and surround mower with ROPS system c/w amber warning beacon w/360° visibility, Toro Groundsmaster 3500-D or equivalent.
- E3.33 Item No. 33 – shall be a minimum 20 hp diesel engine, free floating greensmower with ROPS system c/w amber warning beacon w/360° visibility, Toro Greensmaster TriFlex 3400 or equivalent.
- E3.34 Item No. 34 – shall be a 4-wheeled, 4wd, Utility Vehicle, with dumping feature, ROPS system c/w amber warning beacon w/360° visibility, Toro HDX-D or equivalent.
- E3.35 Item No. 35 – shall be a 3-wheel mechanical, self-propelled sweeper, 16 ft. approx., hydrostatic drive, 99 hp diesel engine, Elgin Pelican or equivalent.
- E3.36 Item No. 36 – shall be a 32,000 lbs. GVWR, truck mounted spray patcher, Allison Automatic transmission, 1100 L emulsion tank, 5 yd³ rock hopper, front delivery system, Rosco RA-400 Patcher or equivalent.
- E3.37 Item No. 37 – shall be a trailer mounted, tandem axle, asphalt recycler, 11,000 lbs. approx., 400 kW oil burner, pintle hitch with safety chains, Bagela BA10000 or equivalent.

- E3.38 Item No. 38 – shall be a Harsco TKO, Kershaw 47-6, or Nordco TRIPP tie inserter/remover or equivalent.
- E3.39 Item No. 39 – shall be a Nordco M7 Ballast Regulator/Snow Cleaner, Kershaw 46-2 Ballast Regulator/Snow Cleaner or equivalent.
- E3.40 Item No. 40 – shall be a track mounted railway spike puller, Nordco Super Claw SP-3280 or equivalent.
- E3.41 Item No. 41 – shall be a 100-ton maximum weight locomotive, eligible models include (but not limited to) SW 1500 or 1200 or 1000 or 900, GE 44 or 45-ton switcher locomotive, Trackmobile or Pettibone Car Mover.
- E3.42 Equipment supplied under this contract shall be of current or any of the previous five (5) model years (except where otherwise noted) and shall be equipped with all components, features and accessories normally provided as standard for the model supplied. All equipment shall have the following features:
 - (a) two (2) sets of keys;
 - (b) sticker stating km or hours of next service due;
 - (c) a current Manitoba Safety Inspection (MGI) sticker (where applicable);
 - (d) Slow moving vehicle signs (where applicable);
 - (e) Operator’s Manuals;
 - (f) Appropriately sized trailers for equipment requiring trailers (i.e., GTWR sized to match the load being carried);
 - (g) Trailers and trucks with tow packages to include a 6-pole or 7-spade (RV) trailer plug connector (wired to code).

E4. LICENSING AND INSURANCE

- E4.1 For vehicles leased requiring licensing and insurance, and for a period of less than six (6) months, the Contractor shall provide and pay for vehicle licensing and registration and at least the following minimum Autopac insurance coverage:

<u>Basic Insurance</u>	<u>Business Purpose</u>
Third Party Liability	\$ 200,000. ⁰⁰
Vehicle Damage Deductible	\$ 500. ⁰⁰

- E4.1.1 Originals of the licensing and insurance documents shall be provided with each vehicle at the time of delivery. Photocopies shall not be acceptable.
- E4.2 The City of Winnipeg shall provide and pay for vehicle licensing and registration and at least the minimum applicable Autopac insurance coverage for all vehicles leased for a period in excess of six (6) months.
- E4.3 The City of Winnipeg will provide its own Third Party Liability insurance in excess of the basic Autopac coverage for all vehicles and equipment leased from this Bid Opportunity. Evidence of such coverage will be provided upon request.
- E4.4 Should a vehicle or equipment leased under the Contract be involved in an incident, the City of Winnipeg, Claims and Insurance Branch will process all claims.

E5. INSPECTION

- E5.1 All equipment supplied under this Contract shall undergo an inspection by The City of Winnipeg prior to placing the equipment into service. Thorough examination of the equipment and successful completion of a full-performance test by the City shall be required as part of the

inspection process. At its option, the City may discontinue the process upon finding a lack of conformance to the specifications. The deficiency shall then be rectified by the Contractor and the inspection process shall then commence anew.

- E5.2 Equipment that fails to successfully complete the inspection process shall be rejected by the City and shall be removed from City property by and at the expense of the Contractor, promptly after notification by the Contract Administrator or the Equipment Inspector.

E6. NOTICE OF RETURN

- E6.1 For leases under this contract, the City of Winnipeg shall make every effort to establish the length of lease period when placing an order with the Bidder, however, the City of Winnipeg reserves the right to return equipment prior to the lease period stated to the Bidder originally. Under these circumstances the City of Winnipeg agrees to provide the Bidder with a reasonable notice of return by a telephone call as follows:

- (a) daily lease – minimum of one (1) Business Day;
- (b) weekly lease – minimum of two (2) Business Days; and
- (c) monthly lease – minimum of two (2) Business Days.

- E6.2 Further to E2.7, both the City of Winnipeg employee and the Contractor representative must sign the return slip upon return of all rental units. All shortage or damage to the unit must be on the noted on the return slip. No adjustments for shortages or damage claims will be made after the date of return.

E7. REPLACEMENT EQUIPMENT

- E7.1 If a vehicle or equipment is unavailable for use by the City of Winnipeg, due to maintenance or mechanical repairs and including warranty repair work, for a period exceeding one (1) Business day, the Contractor shall provide a replacement piece of equipment or vehicle comparable to the leased equipment at no additional cost to the City of Winnipeg.

E8. MAINTENANCE AND REPAIRS

- E8.1 The Contractor shall provide, at no additional cost, full maintenance and mechanical repairs for vehicles supplied under this Contract. The Contractor shall have a maintenance and repair facility located within 10 km of the City of Winnipeg limits. Maintenance and repairs shall include, but not be limited to:

- (a) manufacturer's recommended scheduled maintenance (e.g.) oil, filters, lubrication (c/w a visible service sticker indicating next service due), fluid changes, tune-ups as listed in the manufacturer's preventative maintenance schedules;
- (b) inspection and/or replacement of wearing components (e.g.) belts, brakes, suspension; and
- (c) repair or replacement of abnormal failures (e.g.) tire blowouts, loose trim, electronics failure.

- E8.2 The Contractor shall not be responsible for repair of tires due to road damage.

E9. COLLISION REPAIRS

- E9.1 The Contractor shall perform collision repairs at the Contractors Facility, at a location within 10 km of the City of Winnipeg limits under the terms of the applicable insurance and claims settlement.

E10. WEAR AND TEAR

- E10.1 When units are returned to the Contractor under this Contract, the Contractor shall note that the City of Winnipeg shall not be charged for normal wear and tear including, but not limited to, small body scratches (interior and exterior) and dents, paint discoloration, and stone chips as well as minor repairs that may be necessary incidental to installation and removal of two-way mobile radios, warning beacons and decaling.
- E10.2 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 Contractor 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 Winnipeg Fleet Management Agency (WFMA) investigate the Contractor's claims. The WFMA has the right to have a third party inspection and estimate of equipment damages. In such cases, the Contractor has the right to have the repairs performed at a vendor of his/her choosing, however, the cost shall not exceed that of the third party estimate. The unit or units in question shall remain "as is" until the claim has been resolved. The Contractor shall have no claim against the City of Winnipeg for any costs to rectify any wear or damage where the wear or damage was rectified without the consent of the Contract Administrator.

E11. CONTRACTOR PERFORMANCE

- E11.1 The WFMA shall be tracking vendor performance for issues including, but not limited to, delivery, conformance to specifications, maintenance and repairs, invoicing, collision repairs, wear and tear discrepancies, etc. The WFMA shall retain records of the Contractor's historical performance for consideration on future leased vehicle contracts.