



THE CITY OF WINNIPEG

TENDER

TENDER NO. 71-2022

RENTAL OF ROAD AND CONSTRUCTION EQUIPMENT

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BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 RENTAL OF ROAD AND CONSTRUCTION EQUIPMENT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, February 7, 2022.

B2.2 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 D5.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Tender, 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 Tender 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 Tender 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.

B3.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

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 Tender 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 Tender, 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.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D5.

B6. SUBSTITUTES

- B6.1 The Work is based on the materials, equipment, methods and products specified in the Tender.
- 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, to the Bidder who requested approval of the substitute.

- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be 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 B16.
- 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.

B7. BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid/Proposal;
 - (b) Form B: Prices.
- B7.2 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.
- B7.3 The Bid shall be submitted electronically through MERX at www.merx.com.
- B7.3.1 Bids will **only** be accepted electronically through MERX.
- B7.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B16.1(a).

B8. BID

- B8.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid/Proposal 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/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 13 of Form A: Bid/Proposal 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;
- (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/Proposal should be entered 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.

B9.1.2 Prices on Form B: Prices shall **not** include the Manitoba Tire Stewardship Board New Tire Levy (tire tax) which shall be extra where applicable.

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. DISCLOSURE

B10.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B10.2 The Persons are:

- (a) N/A.

B11. CONFLICT OF INTEREST AND GOOD FAITH

B11.1 Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B11.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Tender process or the Work; or
 - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

B11.3 In connection with its Bid, each entity identified in B11.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B11.4 Without limiting B11.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B11.5 Without limiting B11.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
- (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B11.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B11.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B12. QUALIFICATION

B12.1 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.

B12.2 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 <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

B12.3 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).

B12.4 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.

B12.5 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.

B13. OPENING OF BIDS AND RELEASE OF INFORMATION

B13.1 Bids will not be opened publicly.

B13.2 Following the Submission Deadline and after evaluation, the names of the shortlisted Proponents and their Unit Prices per month (unevaluated and pending review and verification of conformance with requirements) 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/>.

B13.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.

B13.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B13.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B14. IRREVOCABLE BID

- B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B14.2 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 until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B15. WITHDRAWAL OF BIDS

- B15.1 A Bidder may withdraw his/her Bid without penalty at any time prior to the Submission Deadline.

B16. EVALUATION OF BIDS

- B16.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender or acceptable deviation there from (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
 - (c) Unit Price;
 - (d) economic analysis of any approved alternative pursuant to B6.
- B16.2 Further to B16.1(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.
- B16.3 Further to B16.1(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 qualified.
- B16.4 Further to B16.1(c), the Unit Price shall be the unit price submitted for each item shown on Form B: Prices.
- B16.5 The Contract may be awarded separately by Item.
- B16.5.1 Notwithstanding B9.1, the Bidder may, but is not required to bid on all items.
- B16.5.2 Notwithstanding B17.3, the City shall not be obligated to award any Item to the responsible Bidder submitting the lowest evaluated responsive Bid for the Item and shall have the right to choose the alternative which is in its best interest.

B17. AWARD OF CONTRACT

- B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B17.2 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 qualified, and the Bids are determined to be responsive.
- B17.2.1 Without limiting the generality of B17.2, 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.

- B17.3 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B16 in order to establish a call-out list for the items listed on Form B: Prices.
- B17.3.1 When the City requires Items listed on Form B: Prices, the City will first contact the Bidder who had submitted the lowest evaluated responsive Bid for the Item in question, and so on until the City's requirements have been met.
- B17.3.2 A Purchase Order will be issued for each rental confirmed under the call-out list.
- B17.4 Further to Paragraph 6 of Form A: Bid/Proposal and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B17.4.1 The Contract Documents, as defined in C1.1(p), 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.
- B17.5 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.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Supply of Goods* (Revision 2020-01-31) 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 Tender 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. NOTICE OF REQUIREMENT

D2.1 When equipment or vehicles are required, the City shall email 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.

D2.2 When ordering equipment, the City of Winnipeg shall attempt to provide sufficient notice to allow the Contractor to make such arrangements as may be required, for example:

(a) monthly rentals – notice of five (5) Business Days.

D2.3 Notice shall be deemed to be given when the Contract Administrator, or designate e-mails to advise the Contractor of an order.

D2.4 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.

D2.5 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.

D2.6 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.

D3. SCOPE OF WORK

D3.1 The intent of this tender is for the City to establish a call-out list of monthly rental costs for the Rental of various Road and Construction Equipment for the Calendar year 2022. The equipment will be rented on an "as-required" basis, where and when available. The rental of Road and Construction Equipment shall be in accordance with the Specifications outlined in PART E of this document on a monthly basis from the date of award until December 31, 2022 with the option of one (1) mutually agreed upon one (1) year extension.

D3.1.1 The City may negotiate the extension option with the Contractor(s) within sixty (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor(s) as a result of such negotiations.

D3.1.2 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(s) without written approval by the Contract Administrator.

D3.2 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(s) as though specifically mentioned in these Contract Documents. The Contractor(s) shall supply the equipment and all components and all features that are normally considered to be standard on that equipment.

D3.3 The Work shall be done on an as-required basis during the term of the Contract.

D3.3.1 Notwithstanding C7, the City shall have no obligation under the Contract to rent any quantity of any item in excess of its actual operational requirements.

D3.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D4. DEFINITIONS

D4.1 When used in this Tender:

- (a) “**Equipment**” or “**Vehicle**” shall be used to describe Road and Construction Equipment in these Contract Documents.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Eugene Romaniuk *CET*
Winnipeg Fleet Management Agency
Telephone No. 204-250-5624
Email Address – eromaniuk@winnipeg.ca

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D6.1 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.

D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D6.3 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.

D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

D7. NOTICES

D7.1 Except as provided for in C20.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.

D7.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D7.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D5.

D7.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

- D8.1 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

D9. COMMENCEMENT

- D9.1 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.
- D9.2 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 D8.

D10. COVID-19 SCHEDULE DELAYS

- D10.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.
- D10.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D10.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D10.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D10.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D10.5 The Work schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Contract Administrator.
- D10.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

D11. ORDERS

- D11.1 The Contractor shall provide an e-mail address at which orders for delivery may be placed.

D11.2 When equipment is required, the City shall e-mail the Contractor with the lowest cost for that class and order the equipment required. Should the equipment not be available when required, the City shall go to the second lowest Contractor, etc., until the equipment is obtained. The order will be confirmed by the issuance of a purchase order.

D12. DELIVERY

D12.1 The Contractor shall arrange for the vehicles and equipment to be serviced, ready for operation, fully fuelled, licensed and insured 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 rental commencement date.

D12.1.1 If equipment is delivered after 9:00 am of the rental commencement date, the first billing date shall be considered to be the next Business Day.

D12.2 The Contractor shall arrange for Pre-Delivery Inspections prior to delivery of the equipment.

D12.3 The Contractor will be provided an e-mail address after award of the Contract where they shall e-mail a list of all equipment or vehicles being delivered that includes the serial numbers, City Unit numbers and hours/mileage.

D13. RECORDS

D13.1 The Contractor shall keep detailed records of each piece of equipment supplied under the Contract.

D13.2 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.

D13.3 The Contractor shall provide the Fuel and Rental Administrator with a copy of the records for each piece of equipment at the time of delivery.

MEASUREMENT AND PAYMENT

D14. INVOICES

D14.1 Further to C12, the Contractor shall submit an accurate invoice at the end of each month for the previous months rental for each piece of equipment, by email, to

CityWpgAP-INVOICES@winnipeg.ca

D14.1.1 Invoice inquiries can be directed to CityWpgAP-INQUIRIES@winnipeg.ca

D14.1.2 Further to D13.1, to streamline processing for high volume invoices, an invoice spreadsheet template in excel format may be used in lieu of actual invoices.

D14.2 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, i.e., Tender Number and Item Number from Form B: Prices;
- (e) the amount payable with GST and MRST, shown as separate amounts;
- (f) The Contractor's GST registration number;
- (g) The City Unit Number (to be provided by the Winnipeg Fleet Management Agency at the time of Order).

D14.3 The City will bear no responsibility for delays in approval of invoices that are improperly submitted.

D14.4 The Contractor shall provide no more than one (1) invoice per month per vehicle/unit regardless of the rental period.

Further to D13.3 and D14.2, the following example is provided to indicate invoicing for "Monthly Rate" equipment: (Applicable taxes extra).

Example:	Item 17:	- Rubber Tire Wheel Loader, 120-150 hp
	Unit Price:	- \$4500. ⁰⁰ per Month
	Rental Period:	- May 11 – September 16, 2021
	Months Rented:	- 4-months, 5-days

Invoice 1

- Dated June 1, 2022
- $(\$4500.⁰⁰ \div 30) \times 21 = \$3150.⁰⁰$

Invoice 2

- Dated July 1, 2022
- $\$4500.⁰⁰ \times 1 = \$4500.⁰⁰$

Invoice 3

- Dated August 1, 2022
- $\$4500.⁰⁰ \times 1 = \$4500.⁰⁰$

Invoice 4

- Dated September 1, 2022
- $\$4500.⁰⁰ \times 1 = \$4500.⁰⁰$

Invoice 5

- Dated September 17, 2022
- $(\$4500.⁰⁰ \div 30) \times 16 = \$2400.⁰⁰$

D15. PAYMENT

D15.1 Further to C10, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Forms.pdf.

D15.2 Further to D14.1, Rental 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 partial month's rental shall be pro-rated based upon a thirty (30) day month. All payments shall be made in Canadian funds 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 rental price.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.

E2. NOTICE OF REQUIREMENT

- E2.1 When equipment or vehicles are required, the City shall email 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 Contractor to make such arrangements as may be required, for example:
- (a) monthly rentals – notice of five (5) Business Days.
- E2.3 Notice shall be deemed to be given when the Contract Administrator, or designate e-mails 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 to confirm the rental at the commencement of the rental.

E3. VEHICLE SPECIFICATIONS

- E3.1 Item 1 – shall be a 300 lbs. walk behind, steel drum vibrator, Bomag BW55E or equivalent.
- E3.2 Item 2 – shall be an approx. 5400 lbs. single drum (rear pneumatic tires) asphalt roller, Dynapac CC1200C or equivalent, ROPS protection, amber warning beacon w/360° visibility, and;
- (a) a CMVSS approved tilt-deck trailer with lighting package and safety chains for moving single drum roller(s); and
 - (b) chains and chain tighteners to secure to trailer.
- E3.3 Item 3 – shall be an approx. 5600 lbs. vibratory asphalt twin drum roller, Leeboy 400T or equivalent with independent hydraulic wheels and safety chains that allows the unit to be hooked-up and towed by a truck (no trailer required).

- E3.4 Item 4 – shall be an approx. 16,000 lbs., single, split-drum (rear pneumatic tires) vibratory steel roller, Dynapac CC234HF or equivalent, fully enclosed cab with ROPS protection, climate controls, and an amber warning beacon w/360° visibility.
- E3.5 Item 5 – shall be a twelve (12) or thirteen (13) wheel pull type, pneumatic tire packer/roller c/w safety chains. WRT PT13 or equivalent.
- E3.6 Item 6 – shall be a self-propelled nine (9) wheel packer-roller c/w ROPS protection and an amber warning beacon w/360° visibility.
- E3.7 Item 7 – shall be a 285 hp tracked agricultural tractor c/w amber warning beacon w/360° visibility, fully enclosed ROPS cab and a pintle hitch or clevis, CAT Challenger MT 738 or equivalent.
- E3.8 Item 8 – shall be a 90-110 hp tandem drive motor grader, LeeBoy 685B or equivalent, 17,000 lbs. approx. c/w 10 ft. mouldboard, amber warning beacon w/360° visibility, fully enclosed ROPS cab with climate controls.
- E3.9 Item 9 – shall be a 200 hp in Gear 1, AWD motor grader, 40,000 lbs. approx. c/w steering wheel, wing, mouldboard, amber warning beacon w/360° visibility, fully enclosed ROPS cab with climate controls.
- E3.10 Item 10 – Landfill compactor, 400 hp, CAT 826 or equivalent.
- E3.11 Item 11 – Landfill compactor, 500 hp, CAT 836 or equivalent.
- E3.12 Item 12 – Slow speed grinder, 770 hp approx., 46,000 lbs. approx., Terex Ecotec TDS 825 or equivalent.
- E3.13 Item 13 – approx. 28 yd³ heaped capacity, pull type manure spreader, tandem axle, 20 ft. inside box length, 17,000 lbs. empty weight approx., live floor, suitable for towing behind a minimum 200 hp agricultural tractor, Meyers 9500 Series or equivalent.
- E3.14 Item 14 – approx. 44 yd³ struck level capacity, pull type live floor trailer, tandem axle, 24 ft. inside box length, 54,000 lbs. capacity, automatic rear door latch/unlatch, suitable for towing behind a minimum 200 hp agricultural tractor, Meyers 9100 Series or equivalent.
- E3.15 Item 15 – shall be a high speed, high volume horizontal grinder, 800-1000 hp approx., steel slat infeed conveyor, 26 ft. folding truck loading conveyor, Rotochopper B66L or equivalent.
- E3.16 Item 16 – 60,000 lbs. capacity construction dump wagon, 17 yd³ heaped capacity approx., Jaylor C124 or equivalent.
- E3.17 Item 17 – shall be an approximately 37 ft. sheave height, track-mounted backyard digger derrick with outriggers, 300 lb. capacity bucket, insulated, ANSI Category C rated. The unit shall be supplied with a nominal 16,000 lb. GVWR trailer.
- E3.18 Item 18 – shall be an approximately 58 ft. ground to bottom of platform, 63 ft. working height, track-mounted articulating aerial device with outriggers, 400 lb. capacity bucket, insulated, ANSI Category C rated. The unit shall be supplied with a nominal 22,000 lb. GVWR tilt-deck trailer.
- E3.19 Item 19 – shall be a nominal 19,500 lbs. GVWR cab & chassis with a 39 ft. (bottom of platform height) articulating aerial device and a service body. The unit shall be equipped to achieve full reach and height without the use of outriggers. Truck shall include an automatic transmission, emergency 12 VDC operating system, amber warning lights w/360° visibility, current MGI safety including the appropriate sticker.
- E3.20 Item 20 – shall be a nominal 33,000 lbs. GVWR cab & chassis with an insulated, over center aerial device providing a 70 ft. (bottom of platform) height or higher and a nominal 11 ft. chipper body. The unit shall be c/w an automatic transmission, outriggers, emergency 12 VDC operating system, an expanded metal full coverage cab guard, storage compartments, electric

brake controller, a heavy duty trailer hitch w/trailer wiring capable of towing a 15,000 lbs. chipper, work lights for night time operation, amber warning lights w/360° visibility and a current MGI safety including the appropriate sticker.

- E3.21 Item 21 – shall be a 24,000 lbs. GVWR cab & chassis with a minimum 12 ft. steel flat deck. Truck shall include an automatic transmission, air brakes with rear gladhands, amber warning beacon w/360° visibility, current MGI safety including appropriate sticker. The truck shall include a Class IV trailer towing hitch attached to frame, electric brake controller and all applicable wiring and electrical hook-up.
- E3.22 Item 22 – shall be a 24,000 lbs. GVWR cab & chassis with a minimum 12 ft. steel dump body. Truck shall include an automatic transmission, air brakes with rear gladhands, 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.
- E3.23 Item 23 – shall be a 33,000 lbs. GVWR cab & chassis with a 14 ft. steel log body, 5-section boom crane, 100,000 lbf-ft capacity approx., 47 ft. of reach, hook height of 60 ft. approx. The unit shall be equipped with a Gierkink GMT 035 Felling Grapple or equivalent capable of felling a 14 in. diameter tree. Truck shall include an automatic transmission, air brakes, amber warning beacon w/360° visibility, current MGI safety including appropriate sticker.
- E3.24 Item 24 – shall be a 33,000 lbs. GVWR cab & chassis with a 5-6 section boom crane, 100,000 lbf-ft capacity approx., 55 ft. of reach, hook height of 67 ft. approx. The unit shall be equipped with a Gierkink GMT 035 Felling Grapple or equivalent capable of felling a 14 in. diameter tree. Truck shall include an automatic transmission, air brakes, amber warning beacon w/360° visibility, current MGI safety including appropriate sticker.
- E3.25 Item 25 – shall be a 87,000 lbs. GVWR cab & chassis with a 5-7 section boom crane, 300,000 lbf-ft capacity approx., 99 ft. of reach, hook height of 112 ft. approx. The unit shall be equipment with a Gierkink GMT 035 Felling Grapple or equivalent capable of felling a 14 in. diameter tree. Truck shall include an automatic transmission, air brakes, amber warning beacon w/360° visibility, current MGI safety including appropriate sticker.
- E3.26 Item 26 – shall be a 54,000 lbs. GVWR cab & chassis with a minimum 14 ft. steel dump body. Truck shall include an automatic transmission, air brakes with rear gladhands, 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.
- E3.27 Item 27 – shall be a 54,000 lbs. GVWR cab & chassis with an approx. 2500 US gallon water tank. Truck shall include an automatic transmission, air brakes, amber warning beacon w/360° visibility, current MGI safety including appropriate sticker. Truck shall be equipped with a sprayer bar and a water cannon.
- E3.28 Item 28 – shall be a 54,000 lbs. GVWR cab & chassis with a hook-lift system capable of transporting 20, 30, 40, 50 and 100 yd³ roll-off bins suitable for garbage and recycling, DURALIFT DRC-6026 of equivalent. Truck shall include an automatic transmission, air brakes, amber warning beacon w/360° visibility, current MGI safety including appropriate sticker.
- E3.29 Item 29 – shall be steel, painted roll-off bins suitable for City of Winnipeg, Brady Landfill garbage and recycling bin hook-lift system. Sizes can range between 20 and 100 yd³. Supplier shall be specific on sizes when bidding.
- E3.30 Item 30 – shall be a steel, painted roll-off compactor suitable for City of Winnipeg, Brady Landfill garbage and recycling bin hook-lift system, 30-40 yd³ capacity.

- E3.31 Item 31 – shall be an articulated haul truck, 20 yd³ heaped capacity, 28 sh tn payload capacity, gross weight 104,000 lbs. approx., 315 hp approx., Volvo A25 or equivalent. Truck shall include an amber warning beacon w/360° visibility.
- E3.32 Item 32 – shall be an articulated haul truck, 23 yd³ heaped capacity, 32 sh tn payload capacity, gross weight 115,000 lbs. approx., 350 hp approx., Volvo A30 or equivalent. Truck shall include an amber warning beacon w/360° visibility.
- E3.33 Item 33 – shall be a walk-behind concrete saw, 48 hp diesel engine, approx. 1500 lbs., c/w blade, Husqvarna FS 4800 D or equal.
- E3.34 Item 34 – shall be a walk-behind concrete saw, 66 hp diesel engine, approx. 1850 lbs., c/w blade, Husqvarna FS 6600 D or equal.
- E3.35 Item 35 – shall be a self-propelled, dry cutting, early entry, walk-behind concrete saw, 11 hp gasoline engine, 350 lbs. approx., c/w blade, Husqvarna Soff-Cut 2500 or equal.
- E3.36 Item 36 – shall be a self-propelled curb building machine capable of constructing small to medium sized curbs from either concrete or asphalt, Miller MC 650 or equivalent.
- E3.37 Item 37 – shall be a laser guided line painting machine, Graco Line Lazer IV 3900 of equivalent.
- E3.38 Item 38 – shall be a tow behind tack tank distributor c/w pintle eye, safety chains, two (2) propane burners, LeeBoy L150, L250 or equivalent.
- E3.39 Item 39 – shall be a municipal sidewalk tractor capable of accommodating several attachments. The unit shall be equipped with a snowblower, V-plow, and a 2-⁵/₁₆ in. ball hitch with electrical hook-up, amber warning lights w/360° visibility. Trackless MT6 or equivalent.
- E3.40 Item 40 – shall be a tow behind, tandem axle, 2.5 yd³ sand spreader compatible with a Trackless MT6 municipal tractor. Hydraulically driven conveyor and spinner, 2-⁵/₁₆ in. hitch, electric brakes on all four wheels, LED lighting, amber warning light, Colpron 2250 or equivalent.
- E3.41 Item 41 – shall be a front mounted aerator attachment with an aerating width of 72 in. approx., an aerating depth of 3 in. approx. and an aeration pattern of 5.5 in. x 6.5 in. approx.. The attachment shall be compatible with Trackless MT Series units.
- E3.42 Item 42 – shall be a front mounted debris blower attachment with an outlet size of 12 in. approx. The attachment shall be front PTO driven, variable speed rotation of the nozzle including optional shaped nozzles. The attachment shall be compatible with Trackless MT Series units.
- E3.43 Item 43 – shall be a lithium powered, all-electric utility vehicle c/w a dump box feature with a plastic cargo bed liner, a payload of 1100 lbs. and towing capabilities of 2000 lbs. Vehicle shall have a 250 kilometer range, a top speed of 70 km/hr, fully enclosed, climate-controlled cab, and functioning headlights, turn signals and taillights, amber warning beacon w/360° visibility. Tropos Motors, Model Able XR 2 dump bed or equivalent.
- E3.44 Item 44– 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 equivalent.
- E3.45 Item 45 – shall be an approx. 12,000 lbs. capacity fork lift, propane driven with ROPS system, 189"/94" mast, 71 in. wide side shift carriage, solid pneumatic tires, back-up alarm c/w amber warning beacon w/360° visibility. Caterpillar GT55N1 or equivalent.
- E3.46 Item 46 – shall be a portable, tow behind brush chipper capable of chipping a 21 in. log, c/w amber warning beacon w/360° visibility, Vermeer BC2100XL or equivalent.

- E3.47 Item 47 – shall be a nominal 74 hp, diesel engine, portable tow-behind stump grinder, 28 in. diameter cutter wheel, 25 in. cutter wheel below ground, 4100 lbs. approx., electric brakes, Vermeer SC808 or equivalent.
- E3.48 Item 48 – shall be a tow behind, final cut bale processor, PTO driven, Vermeer FPX9000 or equivalent.
- E3.49 Item 49 – shall be a 48 in. rolling swath greens roller, 6 hp gasoline engine, steering wheel, Toro GreensPro 1200 or equivalent.
- E3.50 Item 50 – shall be a 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.
- E3.51 Item 51 – 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.
- E3.52 Item 52 – shall be a 20 hp, diesel engine, free floating greensmower with ROPS system c/w amber warning beacon w/360° visibility, Toro Greensmaster TriFlex 3400 or equivalent.
- E3.53 Item 53 – shall be a self-propelled compact sweeper with hydraulic dumping capable of cleaning bike paths ranging from 54-68 in. wide, c/w amber warning beacon w/360° visibility, Madvac LS175 or equivalent.
- E3.54 Item 54 – shall be a 3-wheel mechanical, self-propelled sweeper, 16 ft. approx., hydrostatic drive, 74 hp diesel engine, Elgin Pelican or equivalent.
- E3.55 Item 55 – shall be a nominal 32,000 lbs. GVWR, truck mounted street sweeper, 3.4 m³ volumetric hopper capacity, main rear broom with two (2) side brooms, rear auxiliary engine, water spray system, warning beacon w/360° visibility, Elgin Eagle or equivalent.
- E3.56 Item 56 – shall be a nominal 32,000 lbs. GVWR, truck mounted spray patcher, Allison Automatic transmission, 1100 L emulsion tank, 5 yd³ rock hopper, front delivery system, amber warning beacon w/360° visibility and rear signboard, Rosco RA-400 Patcher or equivalent.
- E3.57 Item 57 – shall be a nominal 35,000 lbs. rubber-tired asphalt paver c/w 10 ft. paver width, laser levelling, amber warning beacon w/360° visibility, CAT AP1000E or equivalent.
- E3.58 Item 58 – shall be a nominal 600 cc snowmobile suitable for use in a Forestry application, track dimensions 154"L x 16"W approx., reverse capability, electric start, cargo rack, rear hitch, Ski-Doo Tundra Xtreme or equivalent c/w The Brute polyethylene sleigh and a fully enclosed tow behind snowmobile trailer.
- E3.59 Item 59 – shall be a nominal 400 hp, 1250 lb-ft torque fire pumper including 3000 EVS P Allison transmission, 19,500 lbs. front axle, 24,000 lbs. rear axle, Waterous CSU, 1500 gpm single stage pump, 750-gallon poly New York style water tank, low hose bed 72 in. from ground Akron 3482 StreamMaster II monitor, Pierce Impel 7010 or equivalent.
- E3.60 Item 60 – shall be a 500-600 hp aerial ladder platform truck, 3500 EVS Allison transmission or equivalent, 4-door cab, aluminium ladder and platform with 2.5 to 1 safety factor, Hale or Waterous pumps, 2000 gpm, 300-500 Gallon water tank, E-ONE 95 Platform or equivalent.
- E3.61 Item 61 – shall be a 500-600 hp aerial ladder truck, 3500 EVS Allison transmission or equivalent, 4-door cab, 75 ft. aluminium ladder (without platform) with 2.5 to 1 safety factor, Hale or Waterous pumps, 2000 gpm, 300-500 Gallon water tank, E-ONE HP 75 or equivalent.
- E3.62 Item 62 – shall be 4wd, propane driven Ice Resurfacers, high speed vertical auger, studded tires, hydrodynamic braking, approx. 94 cu. ft. snow tank capacity, Zamboni Model 446 or equivalent.
- E3.63 Item 63 – shall be a concrete cutting chainsaw, gasoline powered, 5 hp, 30 lbs. approx., ICS 576153 680ES-14 or equivalent.

- E3.64 Item 64 – shall be a power cutter, cut and break saw, 15 in. cutting depth, 9 in. blade diameter, 5 hp, Husqvarna K 760 or equivalent.
- E3.65 Item 65 – shall be a 280-Gallon hydroseeder, trailer mounted, tandem axle, 19 hp gasoline powered engine, Finn T-30 or equivalent.
- E3.66 Item 66 – shall be a 1000-Gallon hydroseeder, trailer mounted, tandem axle, 35 hp diesel powered engine, Finn T-120 or equivalent.
- E3.67 Item 67 – shall be a 54,000 lbs. GVWR cab & chassis with hose reel, boom, water tank and suction systems. Truck shall include an automatic transmission, air brakes, amber warning beacon w/360° visibility, current MGI safety including appropriate sticker. Vactor 2100i or equivalent.
- E3.68 Item 68 – shall be a nominal 12 x 60 stationary construction/crew trailer. The unit shall be c/w door, stairs and windows, HVAC and security features.
- E3.69 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 rental vehicles that are required to be plated, licensed or insured with Manitoba Public Insurance (MPI) the Contractor shall provide and pay for vehicle licensing and registration with the following minimum insurance coverage:
- (a) Basic third party liability insurance – \$500,000.⁰⁰;
 - (b) Physical damage coverage for the full value of the rental vehicle. The City will not be responsible for underinsured rental vehicles;
 - (c) Vehicle damage deductible – \$750.⁰⁰.
- E4.2 Originals of the licensing and insurance documents shall be provided with each vehicle at the time of delivery. Photocopies shall not be acceptable.
- E4.3 For rental vehicles of 30-days or more that are required to be plated, licensed or insured with MPI, the City is considered to have exclusive use of the unit and, therefore, the vehicle registration must show the legal owner or Contractor (rental company) and the registered owner as the City.
- E4.4 Vehicles that are 16,330 kg GVWR and over and are required to be plated, licensed or insured with MPI have no physical damage insurance through MPI Autopac and the Contractor must provide the City with evidence of physical damage coverage and/or liability on a certificate of insurance.

- E4.5 The City will provide its own third party liability insurance in excess of the basic Autopac coverage provided by the Contractor for all vehicles and equipment rented from this Tender. Evidence of such coverage will be provided upon request.
- E4.6 All rental units that are not required to be plated, registered or insured with MPI, the City will provide and pay for the following coverages:
- (a) Property insurance for the full value of the rental unit;
 - (b) General liability insurance with a minimum of \$2,000,000.⁰⁰.
- E4.7 The Contractor shall provide the City with the unit value, equipment description including the year, make and model, and serial number in order to provide the appropriate insurance for the rental unit.
- E4.8 The City shall refer all maintenance and collision claims involving rented vehicles and rental units to the Contractor for handling and processing as per E7, E8 and E9.

E5. INSPECTION

- E5.1 All vehicles 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. REPLACEMENT EQUIPMENT

- E6.1 If a rental vehicle or rental unit 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 unit or vehicle comparable to the rented unit or vehicle at no additional cost to the City of Winnipeg.

E7. MAINTENANCE AND REPAIRS

- E7.1 The Contractor shall provide, at no additional cost, full maintenance and mechanical repairs for rental vehicles or rental unit(s) supplied under this Contract. 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.
- E7.2 The Contractor shall not be responsible for repair of tires due to road damage.

E8. NOTICE OF RETURN

- E8.1 For rentals under this Contract, the City of Winnipeg shall make every effort to establish the length of rental period when placing an order with the Bidder, however, the City of Winnipeg reserves the right to return vehicles prior to the rental 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 e-mail as follows:

- E8.1.1 Monthly rental – minimum of two (2) Business Days.
- E8.2 Upon notification of return by the City, the Contractor shall remove the vehicle(s) from City property within two (2) Business Days.
- E8.3 A City of Winnipeg employee and the Contractor's representative must sign a return slip upon return of all rental units. All shortages or damage to the unit must be noted on the return slip. No adjustments for shortages or damage claims will be made after the date of return.

E9. MAINTENANCE AND REPAIRS

- E9.1 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.
- E9.2 The Contractor shall not be responsible for repair of tires due to road damage or windshield stone chips.
- E9.3 If a vehicle is unavailable for use by the City of Winnipeg due to maintenance or mechanical repairs (including warranty repair work) for a period exceeding one (1) Business day, the Contractor shall provide a replacement vehicle(s) comparable to the rental vehicle at no additional cost to the City of Winnipeg.

E10. DAMAGES

- E10.1 Category 1 – Normal Wear and Tear;
 - E10.1.1 When a unit is picked-up by the Contractor at the end of the rental period, 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 body stone chips as well as minor repairs that may be necessary incidental to installation and removal of a two way mobile radio, warning beacons, directional arrow boards and decaling.
 - E10.1.2 The City of Winnipeg shall not be charged for normal wear and tear of cargo box liners. Normal wear and tear of box liners shall include, but not be limited to, abrasions, scuffs and small cuts.
- E10.2 Category 2 – Cosmetic Damages;
 - E10.2.1 When a unit is picked-up by the Contractor at the end of the rental period and the vehicle has damages beyond the scope of Normal Wear and Tear, including large dents, body and fender scrapes, bumper and/or window damages, cracked or broken lights/lenses, the Contractor may perform collision and/or damage repairs under the terms of the applicable insurance and claims settlement. The Contractor shall contact the Contract Administrator prior to having the collision and/or damage repairs performed.
 - E10.2.2 When a unit is picked-up by the Contractor at the end of the rental period and there is a discrepancy between Category 1 Normal Wear and Tear and Category 2 Cosmetic

Damages (i.e., 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.

- E10.2.3 If the vehicle condition has been determined that damages are beyond the scope of Normal Wear and Tear and not related to vandalism, the City of Winnipeg shall take responsibility of the damages, however, the WFMA has the right to have a third party inspect and estimate vehicle damage repairs. In such cases, the Contractor has the right to have the repairs performed at a repair facility of his/her choosing, however, the cost shall not exceed that of the third party estimate. The unit 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.
- E10.2.4 The City of Winnipeg shall attempt to provide damage reports and details of vehicle damages, however, in no circumstances will the rental period extend past two (2) Business Days from the Notice of Return due to Category 2, Cosmetic Damages. When the City provides damage report(s) and details of vehicle damage, within a reasonable time at the end of the rental period, the City will have the right to request that the Contractor open a claim with MPIC and will pay the applicable deductible upon receipt of MPIC's determination that the City and/or its driver to be at fault.
- E10.3 Category 3 – Extensive Damages;
- E10.3.1 Upon the event that a rented vehicle is involved in a collision or sustains extensive damages that renders the unit inoperable, The City shall contact the Contractor as soon as possible with an accident report and details of vehicle damages. At that point, the Contractor shall make arrangements to have the vehicle removed from City property within two (2) Business Days. The Contractor may then perform collision repairs under the terms of the applicable insurance and claims settlement. The City shall be provided with an invoice for the deductible along with a copy of the determination of liability from Manitoba Public Insurance indicating that the driver has been found at fault. Upon receipt of said documents, the City shall remit the applicable deductible to the Contractor.
- E10.3.2 Upon removal of the damaged vehicle from City property, the Contractor shall supply a similar, replacement vehicle at the same rate listed on the Purchase Order.
- E10.3.3 If a replacement vehicle is not available by the Contractor, the City shall attempt to acquire a replacement vehicle from the next lowest bidder as per the procedure stated in E2.1. In addition, if a replacement vehicle is not available by the Contractor, in no circumstances will the rental period for the damaged vehicle extend past two (2) Business Days from the date of the accident notification by the City.

E11. COLLISION REPAIRS

- E11.1 **MPI plated vehicles:** The Contractor shall perform collision repairs at the Contractor's Facility or a facility of their choosing under the terms of the applicable insurance and claims settlement as per MPI. The City shall be provided with an invoice for the deductible, if applicable, along with a copy of the determination of liability from MPI indicating that the City driver has been found at fault. Upon receipt of said document, the City shall remit the applicable deductible to the Contractor.
- E11.2 **Unplated Units:** For all rental units that are insured by the City, the Contractor shall provide the Contract Administrator with two (2) estimates for the cost to repair the damages. The Winnipeg Fleet Management Agency (WFMA) or the City Insurance Branch shall have the right to a third party inspection and estimate of damages. The Contractor has the right to have the repairs performed at a vendor of his/her choosing provided the cost does not exceed that of the independent third party estimate.

E12. TRAFFIC ENFORCEMENT CAMERA VIOLATIONS

- E12.1 Upon receipt of a traffic enforcement camera violation, the Contractor shall be responsible for paying the initial infraction within the time period stated on the offence notice. The Contractor shall then forward an invoice to the City including proof of violation of the traffic infraction which shall be paid by the City within thirty (30) Calendar days.
- E12.2 Invoices from the Contractor and proof of violation shall be sent to fmainv@winnipeg.ca .
- E12.3 In no circumstances will the City be invoiced from the Contractor where a default penalty was added if payment or response was not received by the due date on the offence notice.

E13. CONTRACTOR PERFORMANCE

- E13.1 The WFMA shall be tracking Contractor 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 rental vehicle Contracts.