



**THE CITY OF WINNIPEG**

# **TENDER**

**TENDER NO. 819-2024**

**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, November 22, 2024.

B2.2 The Contract Administrator or the Manager of Purchasing 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 D4.1.

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](http://www.merx.com).
- B5.4 The Bidder is responsible for ensuring that they have 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 D4.

## **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 their 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 they wish 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 their 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](http://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 their own name, their 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 their 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 their 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 their duly authorized officer or officers;
- (d) if the Bidder is carrying on business under a name other than their 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 their 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 their 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 their 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 their 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 their 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 their sole discretion:

- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of their 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 their 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 their 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 their 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, Purchasing 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;
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B12.4 and 0).

B12.4 Further to B12.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at [Accessibility Training](#) for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B12.5 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.

B12.6 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, the names of the Bidders and their Total Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at [www.merx.com](http://www.merx.com).

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](http://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 their 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 per month;
- (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 their Bid or in other information required to be submitted, that they are 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 shall be awarded by Item.

B16.5.1 Notwithstanding B9.1, the Bidder may, but is not required to, bid on all Items.

B16.5.2 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 their 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 their 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, Purchasing Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](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. SCOPE OF WORK

D2.1 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 2025. 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, 2025 with the option of one (1) mutually agreed upon one (1) year extension.

D2.1.1 When equipment is required, the City shall e-mail the low Bidder for that item 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.

D2.1.2 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.

D2.1.3 Changes resulting from such negotiations shall become effective on January 1<sup>st</sup> of the respective year. Changes to the Contract shall not be implemented by the Contractor(s) without written approval by the Contract Administrator.

D2.2 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.

D2.3 The Work shall be done on an as-required basis during the term of the Contract.

D2.3.1 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. DEFINITIONS

D3.1 When used in this Tender:

- (a) "**Equipment**" or "**Vehicle**" shall be used to describe Road and Construction Equipment in these Contract Documents
- (b) "**Supply Chain Disruption**" means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;

#### D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Eugene Romaniuk, *CET*  
Winnipeg Fleet Management Agency

Telephone No. 204-250-5624

Email Address – [eromaniuk@winnipeg.ca](mailto:eromaniuk@winnipeg.ca)

## **D5. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS**

- D5.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation (“CSSR”) to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.
- D5.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.
- D5.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
  - (b) providing reasonable accommodations;
  - (c) reasonably accommodating assistive devices, support persons, and support animals;
  - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
  - (e) inform the public when accessibility features are not available;
  - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
  - (g) providing adequate training of staff and documentation of same.

## **D6. UNFAIR LABOUR PRACTICES**

- D6.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> and International Labour Organization (ILO) <https://www.ilo.org/global/lang-en/index.htm> conventions as ratified by Canada.
- D6.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D6.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D6.4 Failure to provide the evidence required under D6.3, may be determined to be an event of default in accordance with C16.
- D6.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing (“Unfair Labour Practice Penalty”). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D6.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above

requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.

D6.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D6.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.

D6.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

## **D7. INFORMATION MANAGEMENT**

D7.1 The following provisions are in addition to any preceding obligations of confidentiality contained in this document. All requirements apply to the Contractor. Further, where the Services &/or Work is being provided by a third party (either by a Subcontractor or authorized third party reseller), the Contractor represents and warrants that it will ensure that the third party meets all of the relevant requirements of the Information Management clauses and will assume responsibility and liability for the third party's compliance or non-compliance.

D7.2 The Contractor acknowledges that The Freedom of Information and Protection of Privacy Act ("FIPPA") and Personal Health Information Act ("PHIA") imposes obligations on the City to collect, store, use, disclose, and destroy "personal information", as that term is defined in FIPPA, ("Personal Information") in the strictest of confidence and in accordance with FIPPA and PHIA.

D7.3 The Contractor:

- (a) Shall be deemed to be an Information Manager as that term is defined in FIPPA;
- (b) Shall be responsible to ensure that all Personal Information is collected, stored, used, disclosed or destroyed only and strictly in accordance with the Contract; and
- (c) Shall, in respect of all Personal Information, implement and comply with the security requirements, controls, policies, and standards set out in the Contract and the Specifications.

D7.4 While this Contract is in effect, and at all times thereafter, the Contractor shall treat as confidential any and all Confidential Information which it acquires or that is collected, stored, used, disclosed or destroyed, or to which it is given access, or which in any other way it comes into possession or knowledge of, during the course of the performance of the Contract. For the purposes of this Contract, Personal Information shall be considered to be Confidential Information.

D7.5 The Contractor shall comply with section 44.1 of FIPPA, and more generally, any collection, storage, use, disclosure or destruction of Personal Information by the Contractor shall be in compliance with FIPPA and PHIA.

D7.6 Further to C21 of the General Conditions, all Confidential Information is and shall remain the property of the City.

D7.7 The Contractor shall not disclose or appropriate to their own use, or to the use of any third party, all or any part of the Confidential Information without the prior written consent of the Contract Administrator. The Contractor shall not at any time make any public announcement, press release, or statement of fact or opinion regarding the Bid Opportunity, the Contract, the Work, the City, or the Confidential Information without the prior written consent of the Contract Administrator.

- D7.8 While this Contract is in effect and at all times thereafter the Contractor shall: (a) only collect, store, use, disclose or destroy the Confidential Information for the purposes expressly permitted by the City, and only to the extent necessary to perform its obligations under this Contract:
- (a) ensure that access to the Confidential Information is only provided or permitted a “need to know” basis, and that access, when given, shall be the minimum amount necessary to accomplish the task;
  - (b) not disclose or permit the disclosure of the Confidential Information or any copies thereof, whether in whole or in part, in any form or medium, to any third party, including Subcontractors or agents, without the prior written consent of the Contract Administrator;
  - (c) not reproduce any Confidential Information, in whole or in part, in any form or medium, without the express prior written consent of the Contract Administrator; and
  - (d) inform its Subcontractors of the obligations imposed upon it under this Contract and FIPPA, and shall take whatever steps are necessary to ensure that all of its Subcontractors comply with those obligations, including (but not limited to) binding said Subcontractors to terms no less strict than those herein through written confidentiality agreements.
- D7.9 The Contractor shall put into place reasonable security arrangements, including administrative, technical, and physical safeguards that ensure the confidentiality and security of the Confidential Information. The standard of such security arrangements shall be the greater of:
- (a) the standards the Contractor has in place to protect its own confidential information; or
  - (b) the standards imposed on the Contractor by the Contract Administrator.
- D7.10 Upon becoming aware of any unauthorized use or handling of the Confidential Information (a “Confidentiality Breach”), the Contractor shall immediately notify the Contract Administrator in writing, take all reasonable steps to prevent the recurrence of any such Confidentiality Breach, and notify the Contract Administrator of said steps in writing.
- D7.11 Upon receiving a subpoena or other validly issued administrative or judicial order seeking Confidential Information, the Contractor shall provide the Contract Administrator with prompt notice thereof, deliver a copy of its proposed response to the Contract Administrator, and thereafter be entitled to comply with the demand to the extent permitted or required by law (unless the demand has been time-limited, quashed, or extended). The Contractor shall cooperate with the Contract Administrator in the defense of the demand, if so requested by the Contract Administrator.
- D7.12 The Contractor shall, and shall ensure its Subcontractors, comply with all directives issued by the Contract Administrator with respect to safeguarding or otherwise ensuring the confidentiality of the Confidential Information, and shall cooperate with the Contract Administrator so that the Contract Administrator can verify that the Contractor has complied, and is complying, with its obligations hereunder.

## **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 they are 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; and
    - (ii) the direct deposit application form specified in D16.1.

### **D10. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS**

- D10.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the delivery requirements and schedule identified in the Contract, in close consultation with the Contract Administrator.
- D10.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, 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 a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate..
- D10.4 For any delay related to Supply Chain Disruption 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 Supply Chain Disruption 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. OPERATOR TRAINING**

- D12.1 The Contractor shall be responsible for providing operational training for City of Winnipeg personnel. The training will be at the Contractor's expense.
- D12.2 The training sessions shall be used for familiarization and orientation of the equipment to the satisfaction of the Equipment Operator Training Branch. Training may include power point presentations, class room training, and "walk around" hands on training. Specifics to the training sessions may vary depending on the equipment and/or goods.

- D12.3 The Contract Administrator or the Equipment Operator Training Branch will contact the Contractor to organize training.
- D12.4 The training for operating personnel shall include the following:
- (a) Daily pre-trip inspection items and basic operator maintenance requirements;
  - (b) Familiarization of all controls and their functions;
  - (c) New technologies and differences between current models vs. previous models;
  - (d) Basic demonstration of vehicle/equipment operation with all applicable attachments;
  - (e) Inherent operating errors; and
  - (f) Any other training/familiarization requirements that is specific to the unit.
- D12.5 All operator training materials shall be provided to the Equipment Operator Training Branch prior to delivery of the equipment and/or related attachments.

Equipment Operator Training Branch  
960 Thomas Avenue  
Winnipeg MB R2L 2E1  
E-mail – [mailto:lguertin@winnipeg.ca](mailto:mailto:lguertin@winnipeg.ca)

### **D13. DELIVERY**

- D13.1 The Contractor shall arrange for the vehicles and equipment to be serviced, ready for operation, fully fuelled, licensed and insured (if 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 rental commencement date.
- D13.1.1 If a piece of 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.
- D13.2 The Contractor shall arrange for Pre-Delivery Inspections prior to delivery of the equipment.
- D13.3 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.

### **D14. RECORDS**

- D14.1 The Contractor shall keep detailed records of each piece of equipment supplied under the Contract.
- D14.2 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.
- D14.3 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

### D15. INVOICES

D15.1 Further to C12, the Contractor shall submit an accurate invoice at the beginning of each month for the previous month's rental for each piece of equipment, by email, 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  
Send Invoices to [CityWpgAP-INVOICES@winnipeg.ca](mailto:CityWpgAP-INVOICES@winnipeg.ca)  
Send Invoice Inquiries to [CityWpgAP-INQUIRIES@winnipeg.ca](mailto:CityWpgAP-INQUIRIES@winnipeg.ca)

D15.1.1 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.

D15.2 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).

D15.3 The Contractor shall provide no more than one (1) invoice per month per vehicle/unit regardless of the rental period.

Further to D15.2, 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 13 – September 13, 2024
	Months Rented:	- 4-months, 4-days

#### **Invoice 1**

- Dated June 1, 2024
- $(\$4500.00 \div 30) \times 19 = \$2850.00$

#### **Invoice 2**

- Dated July 1, 2024
- $\$4500.00 \times 1 = \$4500.00$

#### **Invoice 3**

- Dated August 1, 2024
- $\$4500.00 \times 1 = \$4500.00$

#### **Invoice 4**

- Dated September 1, 2024

- $\$4500.00 \times 1 = \$4500.00$

**Invoice 5**

- Dated September 14, 2024
- $(\$4500.00 \div 30) \times 13 = \$1950.00$

D15.4 The City will bear no responsibility for delays in approval of invoices that are improperly submitted.

**D16. PAYMENT**

D16.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D16.2 Further to D15.1, 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.

D16.3 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\\_Form.pdf](https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf)

**DISPUTE RESOLUTION**

**D17. DISPUTE RESOLUTION**

D17.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D17.

D17.2 The entire text of C19.4 is deleted, and amended to read: "Intentionally Deleted"

D17.3 The entire text of C19.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Purchasing Division Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.

D17.4 Further to C19, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):

- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
- (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating

negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:

- (i) The Contract Administrator;
- (ii) Supervisory level between the Contract Administrator and applicable Department Head;
- (iii) Department Head.

D17.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.

D17.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.

D17.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.

D17.4.1 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D17.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C19.

## **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 rental of road and construction 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. EQUIPMENT 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. 2100 lbs. twin steel drum asphalt roller, Wacker RD880 or equivalent with water spray system, ROPS protection, amber warning beacon w/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.
- E3.3 Item 3 – 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.
- E3.4 Item 4 – 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).
- E3.5 Item 5 – shall be an approx. 10,500 lbs., single drum, vibratory steel roller, Bomag 145 D-5 or equivalent, ROPS protection and an amber warning beacon w/360° visibility.
- E3.6 Item 6 – 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.
- E3.7 Item 7 – shall be a twelve (12) or thirteen (13) wheel pull type, pneumatic tire packer/roller c/w safety chains. WRT PT13 or equivalent.
- E3.8 Item 8 – shall be a self-propelled nine (9) wheel packer-roller c/w ROPS protection and an amber warning beacon w/360° visibility.
- E3.9 Item 9 – 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 electrical hook-up with working taillights.
- E3.10 Item 10 – shall be a skid mounted air compressor, 185-210 cfm @ 100 psi with 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 attachment. The Air Compressor shall be mounted on an approx. 4'x6' steel frame, able to be skid-mounted on the back of a flat deck truck, Atlas Copco XAS88, Sullivan DC185P or equivalent.
- E3.11 Item 11 – shall be a mid-size, full-matrix, trailer mounted portable changeable message sign with solar panels, VER-MAC PCMS-320 or equivalent.
- E3.12 Item 12 – shall be a 60 hp agricultural tractor c/w brake lights, amber warning beacon w/360° visibility, ROPS cab or protection, 3-pt hitch, pintle hitch or clevis, Kubota 7060 or equivalent.
- E3.13 Item 13 – shall be a 80 hp agricultural tractor c/w brake lights, amber warning beacon w/360° visibility, ROPS cab or protection, 3-pt hitch, pintle hitch or clevis, John Deere 5090M or equivalent.
- E3.14 Item 14 – shall be a 130 hp 4WD multi-purpose or agricultural tractor c/w amber warning beacon w/360° visibility, fully enclosed ROPS cab and a pintle hitch or clevis capable of towing two (2) loaded 12 or 13 wheeled tow behind packer/rollers, JCB Fastrac 2140, Case IH Maxxum 135 or equivalent.
- E3.15 Item 15 – 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.
- E3.16 Item 16 – shall be a 70-90 hp industrial tractor loader, Case MXT Series or equivalent, c/w amber warning beacon w/360° visibility, ROPS cab or protection, 3-point hitch.
- E3.17 Item 17 – shall be an approx. 95 hp, 4wd industrial tractor loader backhoe, 18 ft. digging depth approx., case drain, capable of accommodating City of Winnipeg pavement breakers, c/w amber warning beacon w/360° visibility, fully enclosed ROPS cab with climate controls. Case 580 Super N with Extendahoe or equivalent.

- E3.18 Item 18 – shall be a 160-190 hp rubber-tired wheel loader, 3-4 yd<sup>3</sup> general purpose bucket, c/w a battery disconnect switch in the cab, amber warning beacon w/360° visibility, fully enclosed ROPS cab with climate controls. John Deer 644 P or equivalent.
- E3.19 Item 19 – shall be a 230-240 hp rubber-tired wheel loader, 4-4½ yd<sup>3</sup> general purpose bucket with scale, c/w amber warning beacon w/360° visibility, battery disconnect switch in the cab, fully enclosed ROPS cab with climate controls. Case 821G or equivalent.
- E3.20 Item 20 – shall be a 90-110 hp tandem drive motor grader, 17,000 lbs. approx. c/w 10 ft. mouldboard, amber warning beacon w/360° visibility, fully enclosed ROPS cab with climate controls. LeeBoy 685B or equivalent.
- E3.21 Item 21 – 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.
- E3.22 Item 22 – shall be a nominal 22,000 lbs. mini tracked excavator, diesel powered, approx. 65 hp, hydraulic thumb, fully enclosed ROPS cab with climate controls, amber warning beacon w/360° visibility. Caterpillar 310 or equivalent.
- E3.23 Item 23 – shall be a nominal 45,000 lbs. tracked excavator, diesel powered, approx. 160 hp, thumb bucket, wrist-o-twist, GPS equipped and tooth bucket, fully enclosed ROPS cab with climate controls, battery disconnect switch in the cab, amber warning beacon w/360° visibility.
- E3.24 Item 24 – Chuck blade attachment, with Weldco Beales or AMI coupler, suitable for use with tracked excavator described in Item 23.
- E3.25 Item 25 – Grading Beam attachment suitable for use with tracked excavator described in Item 23.
- E3.26 Item 26 – shall be a nominal 67,000 lbs. tracked excavator, diesel powered, approx. 200 hp, thumb bucket, wrist-o-twist, GPS equipped and tooth bucket, fully enclosed ROPS cab with climate controls, battery disconnect switch in the cab, amber warning beacon w/360° visibility. CAT 330 or equivalent
- E3.27 Item 27 – shall be a nominal 160-180 hp bulldozer with a dozer blade, wide pad, 6-way blade with machine control, a fire suppression package, battery disconnect switch in the cab, Caterpillar D6N or equivalent.
- E3.28 Item 28 – Landfill compactor, 400 hp, 90,000 lbs. approx. c/w battery disconnect switch in the cab, amber warning beacon w/360° visibility. CAT 826 or equivalent.
- E3.29 Item 29 – Landfill compactor, 500 hp, 120,000 lbs. approx. c/w battery disconnect switch in the cab, amber warning beacon w/360° visibility. CAT 836 or equivalent.
- E3.30 Item 30 – Track Loader, 275 hp approx., c/w grapple bucket, battery disconnect switch in the cab, amber warning beacon w/360° visibility. CAT 973 or equivalent.
- E3.31 Item 31 – Slow speed grinder, 770 hp approx., 46,000 lbs. approx. Terex Ecotec TDS 825 or equivalent.
- E3.32 Item 32 – 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.
- E3.33 Item 33 – 60,000 lbs. capacity construction dump wagon, 17 yd<sup>3</sup> heaped capacity approx., Jaylor C124 or equivalent.
- E3.34 Item 34 – Tracked Carrier with flat deck, 225 hp approx., 16,000 lbs. payload, 4.1 psi ground pressure approx., Terramac RT9 or equivalent. The unit shall be outfitted with an approx. 600-Gallon hydroseeder, Finn T-60 or equivalent.



- E3.35 Item 35 – Tracked carrier with dump box, 320 hp approx., 28,000 lbs. carrying capacity approx., Terramac RT 14 or equivalent.
- E3.36 Item 36 – Ground mat/Rig mat, 8' x 14' x 2" thick approx., 100,000 lbs. approx. capacity, HDPE or equivalent.
- E3.37 Item 37 – shall be a 74 hp compact track loader with a climate-controlled cab, diesel engine, tracks, general purpose bucket, 3000 lbs. Rated Operating Capacity or higher, amber warning beacon w/360° visibility. Bobcat T740 or equivalent.
- E3.38 Item 38 – Mat grapple attachment with universal mount, suitable for use with compact track loader described in Item 37.
- E3.39 Item 39 – Tiller attachment with universal mount, suitable for use with compact track loader described in Item 37.
- E3.40 Item 40 – Harrow, hinge wheel offset disk, suitable for use tractors 130-300 hp, BH-240 or equivalent.
- E3.41 Item 41 – Fuel trailer, transportable, approx. 1500 L fuel capacity and 160 L DEF capacity, double walled, internal baffles, DOT approved, Western Global Transcube or equivalent.
- E3.42 Item 42 – shall be an approximately 37 ft. sheave height, track-mounted backyard digger derrick with outriggers, 300 lbs. capacity bucket, insulated, ANSI Category C rated. The unit shall be supplied with a nominal 16,000 lbs. GVWR trailer.
- E3.43 Item 43 – shall be an approximately 58 ft. ground to bottom of platform, 63 ft. working height, track-mounted articulating aerial device with outriggers, 400 lbs. capacity bucket, insulated, ANSI Category C rated. The unit shall be supplied with a nominal 22,000 lbs. GVWR tilt-deck trailer.
- E3.44 Item 44 – 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.
- E3.45 Item 45 – 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, emergency stop in bucket, 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. The aerial device shall be certifiable below 46 KVAC. A factory document to certify that the equipment is designed to withstand 100 KVAC (wet and dry) during testing is to be supplied upon delivery of the aerial device. The leakage during the test shall not exceed 1.5 micro amps per KV/ft.
- E3.46 Item 46 – 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.
- E3.47 Item 47 – 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.

- E3.48 Item 48 – 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.
- E3.49 Item 49 – 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.
- E3.50 Item 50 – shall be an 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.
- E3.51 Item 51 – 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.
- E3.52 Item 52 – 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.
- E3.53 Item 53 – shall be a 54,000 lbs. GVWR cab & chassis with a hook-lift system capable of transporting 20, 30, 40, 50 and 100 yd<sup>3</sup> 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.
- E3.54 Item 54 – 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 yd<sup>3</sup>. Supplier shall be specific on sizes when bidding.
- E3.55 Item 55 – shall be a steel, painted roll-off compactor suitable for City of Winnipeg, Brady Landfill garbage and recycling bin hook-lift system, 30-40 yd<sup>3</sup> capacity.
- E3.56 Item 56 – shall be an articulated haul truck, 20 yd<sup>3</sup> 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.
- E3.57 Item 57 – shall be an articulated haul truck, 23 yd<sup>3</sup> 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.
- E3.58 Item 58 – shall be a nominal 32 ft. construction/crew office c/w a current MGI safety, 2010 model year or newer, appropriate trailer lights (turn and stop lights) and safety chains, propane or electric heaters, air conditioning, table with six (6) chairs and interior lights.
- E3.59 Item 59 – shall be a nominal 10'x32' dual wheel, stationary construction/crew office. The unit shall be c/w single door and stairs, heat, air conditioning and security features.
- E3.60 Item 60 – shall be a nominal 12'x44' self contained lavatory trailer with propane heat and a hot water tank, onboard sewer and water. Men's side: five to six urinals, toilets and sinks. Women's side: two toilets and sinks.

- E3.61 Item 61 – shall be a nominal 11'x44' washcar trailer c/w propane heat and approx. 1000-gallon external sewage tank. Men's side: three toilets, four showers, five sinks. Women's side: one toilet, one shower, two sinks. Five to seven lockers to store clothing and footwear.
- E3.62 Item 62 – shall be a walk-behind concrete saw, self-propelled, 12 hp, 350 lbs. approx., c/w blade, Husqvarna FS 413 or equal.
- E3.63 Item 63 – shall be a walk-behind concrete saw, 48 hp diesel engine, approx. 1500 lbs., c/w blade, Husqvarna FS 4800 D or equal.
- E3.64 Item 64 – shall be a walk-behind concrete saw, 66 hp diesel engine, approx. 1850 lbs., c/w blade, Husqvarna FS 6600 D or equal.
- E3.65 Item 65 – 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.
- E3.66 Item 66 – 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.
- E3.67 Item 67 – shall be a laser guided line painting machine, Graco Line Lazer IV 3900 or equivalent.
- E3.68 Item 68 – shall be a nominal 27 hp Concrete Router, 415 lbs. approx., electric start, 8 in. diameter x ½ in. wide diamond blade, Marathon RCR300K or equivalent.
- E3.69 Item 69 – shall be a tow behind tack tank distributor c/w pintle eye, safety chains, two (2) propane burners, LeeBoy L150, L250 or equivalent.
- E3.70 Item 70 – shall be a nominal 230 Gallon Melting Kettle c/w electrically heated hose and wand, tandem axle, diesel fired with 324,000 BTU diesel burner, lighting package and safety chains, electric or surge protected brakes, Marathon KERA230BRE or equivalent.
- E3.71 Item 71 – shall be a municipal sidewalk tractor capable of accommodating several attachments. The unit shall be equipped with a snowblower, V-plow, and a 2-<sup>5</sup>/<sub>16</sub> in. ball hitch with electrical hook-up, amber warning lights w/360° visibility. Trackless MT6 or equivalent.
- E3.72 Item 72 – shall be a tow behind, tandem axle, 2.5 yd<sup>3</sup> sand spreader compatible with a municipal tractor described in Item 71. Hydraulically driven conveyor and spinner, 2-<sup>5</sup>/<sub>16</sub> in. hitch, electric brakes on all four wheels, LED lighting, amber warning light, Colpron 2250 or equivalent.
- E3.73 Item 73 – 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 municipal tractor described in Item 71.
- E3.74 Item 74 – shall be an approx. 75 hp municipal sidewalk tractor complete with a sweeper attachment. The sweeper attachment shall include two (2) brooms, 55 in. spray bar with water supply, approx. 2900 psi, 13 gpm water flow, amber warning light w/360° visibility. Multihog CV350 or equivalent.
- E3.75 Item 75 – shall be a 4wd, liquid cooled diesel engine utility vehicle c/w a dump box feature with plastic cargo bed liner, ROPS protection, hydraulic dump box, amber warning light w/360° visibility. Kubota RTV-X900 or equivalent.
- E3.76 Item 76 – shall be a 2wd or 4wd, gasoline engine utility vehicle c/w a dump box feature, ROPS protection, amber warning light w/360° visibility. John Deer Gator or equivalent.
- E3.77 Item 77 – shall be a lithium powered, all-electric utility vehicle c/w a dump box feature with a plastic cargo bed liner, a payload of 900 lbs. and towing capabilities of 600 lbs. Vehicle shall have functioning headlights, turn signals and taillights, amber warning beacon w/360° visibility. John Deere TE 4x2 Electric or equivalent.

- E3.78 Item 78 – shall be a mini skid steer loader with a general-purpose bucket, 750 lbs. Rated Operating Capacity or higher, amber warning beacon w/360° visibility. Vermeer S725 or equivalent.
- E3.79 Item 79 – shall be a skid steer loader with a climate-controlled cab, diesel engine, general purpose bucket, 1800 lbs. Rated Operating Capacity or higher, amber warning beacon w/360° visibility. Case SV185 or equivalent.
- E3.80 Item 80 – shall be a compact track loader with a climate-controlled cab, diesel engine, general purpose bucket, 2900 Rated Operating Capacity or higher, amber warning beacon w/360° visibility. Bobcat T76 or equivalent
- E3.81 Item 81– 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.
- E3.82 Item 82 – shall be an approx. 5000 lbs. capacity fork lift, propane driven with ROPS system c/w suitable propane tanks (fully filled upon delivery), amber warning beacon w/360° visibility.
- E3.83 Item 83 – 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 suitable propane tanks (fully fuelled upon delivery), amber warning beacon w/360° visibility. Caterpillar GT55N1 or equivalent.
- E3.84 Item 84 – shall be an electrically driven scissor lift with universal 20-amp charger, 39 in. roll out deck, 26 ft. deck height, 96 in. machine length approx., 31"x89" platform size, 5500 lbs. operating weight approx., 500 lbs. capacity, GENIE GS-2632 or equivalent.
- E3.85 Item 85 – shall be a portable, tow behind brush chipper capable of chipping a 12 in. log, c/w amber warning beacon w/360° visibility, Vermeer BC1200XL or equivalent.
- E3.86 Item 86 – shall be a portable, tow behind brush chipper capable of chipping a 15 in. log, c/w amber warning beacon w/360° visibility, Vermeer BC1500XL or equivalent.
- E3.87 Item 87 – shall be a portable, tow behind brush chipper capable of chipping a 19 in. log, c/w amber warning beacon w/360° visibility, Vermeer BC1800XL or equivalent.
- E3.88 Item 88 – 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.
- E3.89 Item 89 – 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.
- E3.90 Item 90 – shall be a 48 in. rolling swath greens roller, 6 hp gasoline engine, steering wheel, Toro GreensPro 1200 or equivalent.
- E3.91 Item 91 – 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.
- E3.92 Item 92 – 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.
- E3.93 Item 93 – 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.
- E3.94 Item 94 – 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.

- E3.95 Item 95 – shall be a 3-wheel mechanical, self-propelled sweeper, 16 ft. approx., hydrostatic drive, 74 hp diesel engine, Elgin Pelican or equivalent.
- E3.96 Item 96 – shall be a nominal 32,000 lbs. GVWR, truck mounted street sweeper, 3.4 m<sup>3</sup> 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.
- E3.97 Item 97 – shall be a nominal 32,000 lbs. GVWR, truck mounted spray patcher, Allison Automatic transmission, 1100 L emulsion tank, 5 yd<sup>3</sup> rock hopper, front delivery system, amber warning beacon w/360° visibility and rear signboard, Rosco RA-400 Patcher or equivalent.
- E3.98 Item 98 – 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.
- E3.99 Item 99 – 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.
- E3.100 Item 100 – shall be a track mounted railway spike puller, Nordco Spike Puller Two Rail SP2R or equivalent.
- E3.101 Item 101 – shall be a Kershaw 47-6, or Nordco TRIPP tie inserter/remover or equivalent.
- E3.102 Item 102 – shall be a Knox Kershaw KBR925 Ballast Regulator or equivalent c/w snow plow attachment.
- E3.103 Item 103 – 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.
- E3.104 Item 104 – 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.
- E3.105 Item 105 – 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.
- E3.106 Item 106 – 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.
- E3.107 Item 107 – shall be a concrete cutting chainsaw, gasoline powered, 5 hp, 30 lbs. approx., ICS 576153 680ES-14 or equivalent.
- E3.108 Item 108 – shall be a power cutter, cut and break saw, 15 in. cutting depth, 9 in. blade diameter, 5 hp, Husqvarna K 760 or equivalent.
- E3.109 Item 109 – shall be a 280-Gallon hydroseeder, trailer mounted, tandem axle, 19 hp gasoline powered engine, Finn T-30 or equivalent.
- E3.110 Item 110 – shall be a 1000-Gallon hydroseeder, trailer mounted, tandem axle, 35 hp diesel powered engine, Finn T-120 or equivalent.
- E3.111 Item 111 – shall be a 1000-Gallon hydroseeder, skid mounted or pull type system, capable of seeding approx. 13,000 square feet per load. Turbo Turf HY-1000-HE or equivalent.
- E3.112 Item 112 – shall be a diesel hydraulic conveyor, portable with wheels or tracks, approx. 40-gallon fuel tank, power raise, power travel, power fold. TCI, Terrex Finlay or equivalent.

- E3.113 Item 113 – shall be a Portable Feeder Conveyor, 30 in. belt, 50 ft. conveyor length approx., 9yd<sup>3</sup> feed hopper, KPI-JCI Series 12 or equivalent.
- E3.114 Item 114 – shall be a star screen, with an 85 hp diesel generator, approx. 400 yd<sup>3</sup>/hr throughput, Komptech Multistar XL3 or equivalent.
- E3.115 Item 115 – shall be a single shaft, low-speed shredder, 330 hp approx., tracked, 57,000 lbs. approx., up to 55 tons/hr throughput, Komptech 3400 S or equivalent.
- E3.116 Item 116 – shall be a single shaft, low-speed shredder, 600 hp approx., tracked, 60,000 lbs. approx., up to 110 tons/hr throughput, Komptech 6000 S or equivalent.
- E3.117 Item 117 – 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.
- E3.118 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.<sup>00</sup>;
  - (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.<sup>00</sup>.
- 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 that are required to be plated, licensed or insured with MPI or other insurance companies, the City is not considered to have exclusive use of the unit and, therefore, the vehicle registration must show the legal owner as the Contractor (rental company).
- E4.4 Vehicles that are 16,330 kg GVWR and over and are required to be plated, licensed or insured with MPI or other insurance companies have no physical damage insurance through MPI autopac, 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 MPI autopac coverage indicated in E4.1 (a) 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.<sup>00</sup>.
- 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 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. 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 two (2) Business Days, 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 equipment 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.
- E7.3 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.

## **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 equipment 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 equipment 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. DECALS**

- E9.1 The City shall require corporate logos/decals on equipment rented throughout this Contract. The Contractor shall be responsible for decal installation at the commencement of the rental and removal of decals upon completion of the rental period. The City shall supply all decals to the Contractor. The decals shall consist of two (2) medium sized City logo decals located one on each side of the equipment.

## **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.
- E10.2 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 piece of equipment has damages beyond the scope of Normal Wear and Tear, including large dents, broken pieces, window damages, equipment component damage, 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 piece of equipment 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 equipment 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 equipment 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 equipment 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.
- E10.3 Category 3 – Extensive Damages;
- E10.3.1 Upon the event that a rented piece of equipment 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 equipment damages. At that point, the Contractor shall make the arrangements to have the piece of equipment removed from City property within two (2) Business Days. The Contractor may then perform repairs under the terms of the applicable insurance and claims settlement. The City shall be provided with a description of repairs for the damages.
- E10.3.2 Upon removal of the damaged unit from City property, the Contractor shall supply a similar, replacement piece of equipment at the same rate listed on the Purchase Order.
- E10.3.3 If a replacement piece of equipment is not available by the Contractor, the City shall attempt to acquire a replacement unit from the next lowest bidder as per the procedure stated in E2.1. In addition, if a replacement unit is not available by the Contractor, in no circumstances will the rental period for the damaged unit shall extend past two (2) Business Days from the date of the incident 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, unlicensed 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](mailto: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, equipment condition, 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.