

FORM A: BID
(See B7)

1. Project Title LEASE OF AN ASPHALT PAVER

2. Bidder

Name of Bidder

Street

City

Province

Postal Code

(Mailing address if different)

Street or P.O. Box

City

Province

Postal Code

The Bidder is:

(Choose one)

a sole proprietor

a partnership

a corporation

Carrying on business under the above name.

3. Contact Person

The Bidder hereby authorizes the following contact person to represent the Bidder for purposes of the Bid.

Contact Person

Title

Telephone Number

Facsimile Number

4. Definitions

All capitalized terms used in the Contract shall have the meanings ascribed to them in the General Conditions and D3 unless the context otherwise requires.

5. Offer

The Bidder hereby offers to perform the Work in accordance with the Contract for the Price(s), in Canadian funds, set out on FORM B: Prices, appended hereto.

6. Commencement of the Work

The Bidder agrees that no Work shall commence until he is in receipt of a Purchase Order authorizing the commencement of the Work.

7. Contract The Bidder agrees that the Bid Opportunity in its entirety shall be deemed to be incorporated in and to form a part of this offer notwithstanding that not all parts thereof are necessarily attached to or accompany this Bid Submission.

8. Addenda The Bidder certifies that the following addenda have been received and agrees that they shall be deemed to form a part of the Contract:

No.	_____	Dated	_____
	_____		_____
	_____		_____

9. Time This offer shall be open for acceptance, binding and irrevocable for a period of ninety (90) Calendar Days following the Submission Deadline.

10. Signatures In witness whereof the Bidder or the Bidder's authorized official or officials have signed this

_____ day of _____, 20_____.

Signature of Bidder or
Bidder's Authorized Official or Officials

(Print here name and official capacity of individual whose signature appears above)

(Print here name and official capacity of individual whose signature appears above)

FORM B: PRICES
 (See B8)

LEASE OF AN ASPHALT PAVER

UNIT PRICES

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT PRICE PER MONTH PER VEHICLE (A)	QUANTITY OF VEHICLES (B)	TERM OF LEASE (C)	EXTENDED AMOUNT (A x B X C)
1	Lease of an Asphalt Paver	05021	\$ _____	1	28 Months	\$ _____
<p>M.R.S.T. and G.S.T. extra (where applicable) – Do not include in Total Bid Price.</p> <p>TOTAL BID PRICE (in figures) \$ _____</p> <p>(in words) _____</p> <p>_____</p>						

 Name of Bidder

FORM N: DETAILED SPECIFICATIONS 05021

LEASE OF AN ASPHALT PAVER (Street Maintenance)

1.0 INTENT

- 1.1 It is the intent of these specifications to describe the lease of one Asphalt Paver. The lease shall include full service and maintenance of the entire machine to be performed by the Contractor.
- 1.2 The leased asphalt paver shall be the manufacturer's latest model as may be modified by these specifications. The unit shall be furnished complete and ready for use. Any parts not specifically mentioned, but which are required to complete and place the unit in successful operation, shall be furnished as though specifically mentioned in these specifications. The complete unit, and all parts thereof, shall conform in strength and quality of material and workmanship, to the best standards and engineering practice of the industry.
- 1.3 The ratings specified herein state the minimum values acceptable to the City, not implying that these values are sufficient for the design of the particular unit being bid.

2.0 STANDARDS

- 2.1 All applicable SAE Standards form an integral part of these specifications and shall have precedence in any conflict concerning minimum acceptable standards.
- 2.2 The completed street paver shall comply with the Canada Motor Vehicle Safety Act and the Manitoba Highway Traffic Act and all regulations thereunder.

3.0 QUALIFICATIONS OF MANUFACTURER & CONTRACTOR

- 3.1 The manufacturer of the asphalt paver shall have a minimum of three (3) years continuous experience manufacturing street paving equipment of the types being offered.

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

- 3.2 The manufacturer shall have in effect a documented quality control program ensuring that the quality of materials and workmanship, including welding, conforms to the best standards and engineering practice of the industry.
- 3.3 The Contractor shall have a minimum of five (5) years continuous experience servicing, repairing and maintaining street paving equipment of the types being offered.

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

4.0 INSTRUCTIONS FOR COMPLETION OF SPECIFICATIONS

- 4.1 All items in these specifications must be answered indicating compliance or non-compliance. **Bidders shall state "yes" for compliance or state deviation, or state the information requested.** All deviation shall be clearly stated and fully detailed. Alternatives shall be considered in accordance with the Bidding Instructions.
- 4.2 Bidders shall fill in every blank. **Failure to do so may be used as a basis for rejection of bid.**

5.0 **TERMS OF LEASE**

5.1 The length of the lease shall be **twenty-eight (28) months**, including the following lease periods:

July 1 – October 31, 2005	4-months
May 1 – October 31, 2006	6-months
May 1 – October 31, 2007	6-months
May 1 – October 31, 2008	6-months
May 1 – October 31, 2009	6-months

Notwithstanding Section D9 of the Supplemental Conditions, the equipment shall be picked-up by the Contractor and removed from City property on November 1 each year between the years of 2005-2009. Similarly, the equipment shall be delivered to the City on June 1, 2005 and May 1 between the years of 2006-2009.

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

5.2 The estimated utilization of the street paver is 200 hours per month. If the vehicle is returned by the City with an excess of 200 hours per month over the entire period the unit is leased, the Contractor may charge an hourly rate for the machine over and above the lease rate. If applicable, the additional hourly rate paid by the City will be \$100.00/hour.

5.3 Bidders shall state the rental costs per month, as indicated on Form B: PRICES. The monthly rates shall include the cost of a full maintenance and service contract. The Contractor shall be responsible for maintenance of the complete machines including replacement of any components that fail during normal operation of the machines.

5.4 For equipment leased under this contract, the Lessor shall repair or rectify any defects in workmanship, construction and materials, and shall repair or replace without additional cost to the City, any component that has become defective and not proven to have been caused by negligence on the part of the user throughout the entire duration of the lease Contract.

5.5 The street paver is of vital importance to the City in providing essential services and, accordingly, all repair items brought to the attention of the Contractor by the City shall be rectified expeditiously. The City reserves the right to effect repairs to the equipment, at full cost to the Contractor, should the Contractor fail to perform in a timely manner. (Shop rate for 2005 \$95.00)

5.6 Should the Contractor dispute the City's decision on repair work required (as stated in Section 5.6) the Contractor shall contact the Contract Administrator. Details of the unit's defects or damage shall be provided to the Contract Administrator, who shall investigate the Contractor's claims. The unit shall remain as is until the claim has been resolved. The Contract Administrator shall have the final decision in disputes regarding repair work. The Contractor shall have no claim against the City for any costs to rectify defects or damage where defects or damage was rectified without the consent of the Contract Administrator.

5.7 The City shall be responsible for the following items for equipment leased under this Contract:

- Insurance coverage for the equipment;
- Repair of damage to the equipment where damage has proven to have been caused by negligence on the part of the City;
- Repair or replacement of damaged tires due to road hazards;
- Normal operating and maintenance supplies including daily and weekly maintenance such as greasing and cleaning.
- Consumables including fuel. Screed plates, Auger.

- 5.8 The Contractor shall be responsible for the following items for equipment leased under this Contract:
- All scheduled maintenance including (but not limited to) oil and filter changes, and regular service adjustments as recommended by the equipment and chassis manufacturers;
 - All repairs due to mechanical failure or malfunction;
 - Towing costs (if unit is immobile);
 - All conveyor system repair and replacement parts
 - All parts and labour costs (excluding items listed in Section 5.7);
 - Tires due to normal wear.
- 5.9 Upon initial delivery of the equipment, the street paver shall be no older than 2005 and with less than 20 operating hours on the entire unit.
- 5.10 The Contractor shall authorize the City of Winnipeg Repair Facilities to perform minor repairs and breakdowns during evenings, nights and weekends as required. The extent of the repairs shall be limited to a maximum of 4-hours per unit per breakdown. For all other repairs, or repairs requiring more than 4-hours labour, the City shall contact the Lessor the following business day. Any work performed by the City shall be charged to the Contractor at the Repair Facility's shop rate in effect at the time the work is performed (for example, shop rate for 2005: \$95.00/hour).
- 5.11 The Contractor shall strive to minimize downtime, i.e., the time that the street paver is not available for use by the City. Downtime shall include the time that the equipment is required by the Contractor for regular scheduled servicing or for maintenance of the machine required to correct failures not proven to have been caused by negligence of the user. The machine will be available to the Contractor for regular scheduled servicing or for maintenance during the hours of 4:00 pm – 9:00 pm Monday-Friday (most days) between May 1 and October 31. or as mutually agreed upon by the city and the contractor.
- 5.11.1 In order to minimize down time the contractor shall provide repair/warranty service by mobile service truck on site.
- 5.12 On days, or during times that the equipment is not in use by the City, the City shall make the street paver available to the Contractor to perform maintenance and repairs described in Sections 5.4 and 5.11. Said days or times shall not be considered downtime.
- 5.12.1 All regular scheduled maintenance (such as oil changes, filters, etc.) shall be performed by the Contractor either at 1220 Pacific Avenue or at the Contractor's facility. If regular scheduled maintenance is to be performed at the Contractor's facility, the Contractor shall be responsible for pick-up and delivery of the equipment. Said times shall be pre-arranged by the Contractor and the city
- 5.13 If the machine is unavailable for use due to warranty, repair or maintenance for more than three (3) calendar days, the Contractor shall provide (upon request of the Contract Administrator) a replacement unit at no additional cost to the City. Failure on behalf of the Contractor to supply a replacement unit, a charge of \$100.00 per hour based on an eight (8) hour day shall be charged to the Contractor for every business day until the leased unit is returned into service.

- 5.13.1 If the machine is down as in the case of an insurance claim or due to damage caused by misuse or negligence on the part of the user the contractor shall make available a paver at a rate of \$100.00 per hour. The paver must be in good working order.
- 5.14 The lease agreement shall be terminated at any time at the discretion of the Contract Administrator due to poor performance or continual breakdowns.
- 5.14.1 Due to the termination of the lease agreement as per clause 5.14, the City of Winnipeg shall not be responsible for the balance of payment. The lease agreement shall be prorated accordingly.
- 5.15 The equipment shall be delivered, serviced and ready for operation, F.O.B. to the Fleet Management Agency, 770 Ross Avenue, Winnipeg, Manitoba, no later than 9:00 am on the lease commencement date.
- 5.16 Bidder shall acknowledge compliance with the specifications and requirements of Items 5.1 to 5.15 inclusive.

State yes or no. _____

6.0 ELIGIBLE MODELS

Terex Cedarapids 452 Rubber Tire Paver _____

Cat AP-1000B Rubber Tired Paver _____

7.0 ADDITIONAL SPECIFICATIONS

7.1 Stretch 20 Electric screed. _____

7.2 Truck Hooks _____

7.3 Topcon System. _____

7.4 Frame Rail Lift System _____

8.0 MANUALS AND LITERATURE

8.1 The Contractor shall provide two (2) sets of operational manuals, two (2) sets of maintenance manuals and two (2) sets of parts manuals for use by the City during the lease period. (CDs are preferred) _____

8.2 Bidders shall supply detailed drawing(s) or literature of the street paver with their bid. _____

9.0 TRAINING

9.1 The Contractor shall be required to provide training (at the Contractor's expense) for the City of Winnipeg maintenance and operating personnel. The training shall be divided into two separate sessions, one for maintenance personnel and one for operating personnel. The duration of the sessions shall be as long as required for adequate familiarization and orientation of each types of equipment to the satisfaction of the Contract Administrator. The training shall be conducted in Winnipeg at a time and location designated

by the Contract Administrator. _____

Note: Pricing should be based on two (2) working days for maintenance personnel and two (2) working days for operating personnel for each equipment type. Final payment of the equipment will not be issued until successful completion of training has been conducted to the satisfaction of the Contract Administrator.

10.0 SERVICE FACILITY

10.1 The Contractor shall have a service and maintenance facility located within 10 km of the boundaries of the City of Winnipeg. _____

11.0 PARTS AVAILABILITY

11.1 Regular maintenance and servicing parts shall be stocked at the Contractor's service facility. _____

11.2 All other parts not normally stocked for the equipment being bid shall be made available to the City of Winnipeg within 48 hours of notification. _____

FORM O: QUESTIONNAIRE

1.0 **LIST** any significant features that will be supplied standard on the unit being offered, but were not specifically mentioned in the Detailed Specifications:

2.0 **LIST** three current users of the offered models:

3.0 **STATE** the location of the service facility:

4.0 Does the equipment being offered meet or exceed the minimum requirements of the Detailed Specifications?

5.0 **LIST** any deviations that might be considered less than equal to the Detailed Specifications:
