



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 138-2007**

**RENTAL OF ROAD AND HIGHWAY EQUIPMENT FOR 2007**

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#### Walk behind steel drum vibrator

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**PART B**

**BIDDING PROCEDURES**

## **PART B - BIDDING PROCEDURES**

### **B1. PROJECT TITLE**

B1.1 RENTAL OF ROAD AND HIGHWAY EQUIPMENT FOR 2007

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 6, 2007.

B2.2 Bid Submissions determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned unopened.

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

### **B3. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

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

B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B4. ADDENDA**

B4.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B4.2 The Contract Administrator will issue each addendum at least three (3) Business Days prior to the Submission Deadline, or provide at least three (3) Business Days by extending the Submission Deadline.

B4.2.1 Addenda will be available in Adobe Acrobat (pdf) format on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.

B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division internet site for addenda shortly before submitting his Bid.

B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B5. SUBSTITUTES**

- B5.1 The Work is based on the materials, equipment, methods and products specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 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.
- B5.4 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.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may at his 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.
- B5.6 The Contract Administrator will provide a response in writing, at least three (3) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, the Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, the Bidder shall base his price(s) upon the specified item but may indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B13.
- B5.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B6. BID SUBMISSION**

- B6.1 The Bid Submission consists of the following components:
- (a) Form A: Bid;

(b) Form B: Prices.

- B6.2 All components of the Bid Submission 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 in ink, to constitute a responsive Bid.
- B6.3 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.4 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Branch  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B6.4.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B6.5 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178
- B6.5.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.6 Bid Submissions submitted by internet electronic mail (e-mail) will not be accepted.

**B7. BID**

- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B7.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
  - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;

- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his 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.

B7.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.

B7.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.

B7.5 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 Submission and the Contract, when awarded, shall be both joint and several.

## **B8. PRICES**

B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B8.2 Prices shall be fixed for the duration of the Contract except for changes stipulated, with amounts and effective dates, in the Bid.

B8.2.1 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.

B8.3 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.

B8.4 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.

## **B9. QUALIFICATION**

B9.1 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;
- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;
- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work; and



- (f) employ only Subcontractors who have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, or who are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba);

B9.2 The Bidder shall be prepared to 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.

B9.3 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.

## **B10. OPENING OF BIDS AND RELEASE OF INFORMATION**

B10.1 Bid Submissions will not be opened publicly.

B10.2 Following the Submission Deadline, the names of the Bidders and their Bid Prices (evaluated, and pending review and verification of conformance with requirements) will be available in Adobe Acrobat (pdf) format on the Closed Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.

B10.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.

B10.4 The Bidder is advised that any information contained in any Bid Submission may be released if required by City policy or procedures, or by other authorities having jurisdiction.

## **B11. IRREVOCABLE BID**

B11.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B11.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

## **B12. WITHDRAWAL OF BIDS**

B12.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B12.1.1 Notwithstanding GC.7.05(2), the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B12.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B12.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:

- (a) retain the Bid Submission until after the Submission Deadline has elapsed;

- (b) open the Bid Submission to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B12.1.3(b), declare the Bid withdrawn.

B12.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B11.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Award Authority considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

### **B13. EVALUATION OF BIDS**

B13.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity;
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9;
- (c) Unit Price;
- (d) economic analysis of any approved alternative pursuant to B5.

B13.2 Further to B13.1(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 if the interests of the City so require.

B13.3 Further to B13.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid Submission or in other information required to be submitted, that he is responsible and qualified.

B13.4 This Contract will be awarded by item as identified on Form B: Prices.

B13.4.1 Notwithstanding B8.1, the Bidder may, but is not required to bid on any one or more items.

B13.4.2 The City shall not be obligated to award any item to the responsible Bidder submitting the lowest evaluated responsive Bid for that item and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on all items, he shall have no claim against the City if his partial Bid is rejected in favour of an award of the Contract on the basis of an alternative upon which he has not bid.

B13.5 Further to B13.4, the City will establish a call out list for the equipment listed on Form B: Prices. When the City requires equipment listed on Form B: Prices, the City will call the low bidder first, that meets the evaluation criteria stated in B13.1, and so on until the City's requirements have been met.

### **B14. AWARD OF CONTRACT**

B14.1 The Award Authority will give notice of the award of the Contract or will give notice that no award will be made.

B14.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B14.2.1 Without limiting the generality of B14.2, the City will have no obligation to award a Contract where:

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

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

B14.4 Notwithstanding GC.3.01 and GC.3.02, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B14.5 The Contract Documents, as defined in GC.1.01(7), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

**PART C**  
**GENERAL CONDITIONS**

## **PART C - GENERAL CONDITIONS**

### **C1. GENERAL CONDITIONS**

C1.1 The *General Conditions for the Supply and Delivery of Goods* (Form 21: 88 03) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for the Supply and Delivery of Goods* are available in Adobe Acrobat (.pdf) format on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.

**PART D**

**SUPPLEMENTAL CONDITIONS**

## 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.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".

#### D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of rental of road and highway equipment on a daily, weekly and monthly basis for 2007.
- D2.2 The Work shall be done on an "as required" basis during the term of the Contract.
- D2.2.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator or his designate.
- D2.2.2 Subject to GC.4.08, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

#### D3. DURATION OF CONTRACT

- D3.1 Notwithstanding GC.8.01, the Contractor shall perform the Work of this Contract during the period of April 1, 2007 to December 31, 2007.

#### D4. DEFINITIONS

- D4.1 When used in this Bid Opportunity:
- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
  - (b) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Bids;
  - (c) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;

**D5. CONTRACT ADMINISTRATOR**

- D5.1 The Contract Administrator is:  
Réal Pelletier  
Winnipeg Fleet Management Agency  
770 Ross Avenue  
Winnipeg MB R3E 1C6  
Telephone No. (204) 986-5328  
Facsimile No. (204) 986-3773

**D6. NOTICES**

- D6.1 GC.7.05 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".
- D6.2 GC.7.05 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.
- D6.3 Further to GC.7.05, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.4, D6.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D5.1.
- D6.4 All notices of appeal shall be sent to the following address or facsimile number:  
The City of Winnipeg  
Chief Administrative Officer Secretariat  
Administration Building, 3rd Floor  
510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: (204) 949-1174
- D6.5 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:  
The City of Winnipeg  
Corporate Services Department  
Legal Services Division  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1  
Facsimile No.: (204) 947-9155

**SUBMISSIONS**

**D7. INSURANCE**

- D7.1 The Contractor shall provide and pay for vehicle licensing and registration and at least the minimum Autopac Insurance coverage:
- |                           |                  |
|---------------------------|------------------|
| (a) Basic Insurance       | Business Purpose |
| (b) Third Party Liability | \$200,000.00     |



(c) Vehicle Damage Deductible \$500.00

D7.2 The City will provide its own Third Party Liability insurance excessive of the basic Autopac coverage. Evidence of such coverage will be provided upon request

D7.3 If a vehicle supplied under the Contract is involved in an incident, any claims will be processed by the Insurance Branch of the City of Winnipeg Corporate Finance Department.

## **CONTROL OF WORK**

### **D8. COMMENCEMENT**

D8.1 The Contractor shall not commence any Work until he is in receipt of a purchase order authorizing the commencement of the Work.

D8.2 The Contractor shall not commence any Work until:

(a) the Contract Administrator has confirmed receipt and approval of:

(i) evidence that the Contractor is 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;

(ii) evidence of the insurance specified in D7.

D8.3 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

### **D9. RECORDS**

D9.1 The Contractor shall keep detailed records of the goods supplied under the Contract.

D9.2 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); and

(d) description and quantity of goods supplied.

D9.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

## **MEASUREMENT AND PAYMENT**

### **D10. INVOICES**

D10.1 Further to D6.3, the Contractor shall submit invoices to the locations designated at the time of ordering.

D10.2 Invoices must clearly indicate, as a minimum:

(a) the City's order number;

(b) date of delivery;

(c) delivery address;

(d) type and quantity of goods delivered;

- (e) the amount payable with GST and PST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D10.3 The City will bear no responsibility for delays in approval of invoices that are improperly submitted.

D10.4 The Contractor shall provide no more than one (1) invoice per month per unit regardless of the lease period.

**D11. PAYMENT**

D11.1 Further to GC.9.03, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D11.2 Rental payments will be net, paid at the end of each month, for the previous months use or portion thereof by invoice, after acceptance of the equipment by the City as specified. Invoicing shall be in triplicate. A portion of a weekly and monthly rental shall be pro-rated upon a seven (7) day week and a thirty (30) day month. All payments shall be made in Canadian funds at par in Winnipeg, Manitoba, and no interest will be allowed on any payments. All charges for duty, freight and other charges, governmental or otherwise, but not including Manitoba Retail Sales Tax and the Good and Services Tax shall be included in the leased price.

**PART E**  
**SPECIFICATIONS**

## PART E - SPECIFICATIONS

### GENERAL

#### E1. GENERAL

- E1.1 These Specifications shall apply to the Work.
- E1.2 Notwithstanding B5.2, substitutes may be submitted with the Bid Submission.

#### E2. GOODS

- E2.1 The purpose of this Bid Opportunity is to establish prices on a daily, weekly and monthly basis for the rental of road & highway equipment for 2007. Rented road & highway equipment required by the City of Winnipeg on a daily, weekly or monthly basis will be hired from this Bid Opportunity on an "as required, where available basis". When a unit or vehicle is required, the City shall contact the low Bidder for that class of equipment and order the unit(s) required. Should the equipment not be available 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 issue of a Purchase Order which will state the user Department and billing address to be used.
- E2.2 The City shall notify the Contractor in advance to make arrangements for "as required" rentals as per the following:
- (a) Daily Rental – Notice shall be a minimum of one day.
  - (b) Weekly Rental – Notice shall be a minimum of one week.
  - (c) Monthly Rental – Notice shall be a minimum of two weeks.
- E2.3 Notice shall be deemed to be given when the Contract Administrator, or designate telephones to advise the Contractor of an order.
- E2.4 The equipment supplied under this Contract shall be used by various departments of the City, however, the City reserves the right to reassign any or all units to other City departments.
- E2.5 Although the City shall make every effort to establish the length of rental period when placing an order with a Contractor, the City reserves the right to return equipment prior to the rental period stated to the Contractor originally. Under these circumstances the City agrees to provide the Contractor with reasonable notice of return by a telephone call as follows:
- | <u>Rental Period</u> | <u>Notice of Return</u> |
|----------------------|-------------------------|
| Daily                | Minimum one day         |
| Weekly               | Minimum two days        |
| Monthly              | Minimum one week        |
- E2.6 Past rental records indicate that the road and highway equipment has been rented for periods of approximately five (5) months in duration. However, the City can make no guarantees that the specified equipment will be needed for similar terms for the upcoming construction season.
- E2.7 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.

- E2.8 For all rentals, a City of Winnipeg employee must print and sign their names.
- E2.9 Upon return of all rental units, both the City of Winnipeg employee and the rental person must sign the return slip. All shortage or damage to the unit must be on the return slip. No adjustment for shortage or damage claim will be made after the date of return.
- E2.10 Item No. 1 – shall be a Bomag (BW55E) or equivalent, 300 lb. walk behind steel drum vibrator.
- E2.11 Item No. 2 – shall be a Bomag (142D) or equivalent, 10,500 lb. smooth drum vibratory steel roller with ROPS protection and an amber warning beacon with 360° visibility.
- E2.12 Item No. 3 – shall be a Wacker (RD880) or equivalent twin steel drum asphalt roller with water spray system, ROPS protection, amber warning beacon with 360° visibility, complete with:
- (i) a trailer with lighting package for moving twin drum roller(s); and
  - (ii) chains and chain tighteners to secure to trailer.
- E2.13 Item No. 4 – shall be a twin drum roller with independent hydraulic wheels, that allows the unit to be hooked up and towed by truck, no trailer required.
- E2.14 Item No. 5 – shall be a thirteen (13) wheel wobbly, pull type c/w safety chains.
- E2.15 Item No. 6 – shall be a self-propelled nine (9) wheel wobbly c/w ROPS protection and an amber warning beacon with 360° visibility.
- E2.16 Item No. 7 – shall be an 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.
- E2.17 Item No. 8 – shall be a minimum 60 hp tractor c/w amber warning beacon with 360° visibility, ROPS cab or protection and a pintle hitch or clevis capable of towing two (2) loaded thirteen (13) wheeled wobblers.
- E2.18 Item No. 9 – shall be a minimum 80 hp tractor c/w amber warning beacon with 360° visibility, ROPS cab or protection and a pintle hitch or clevis capable of towing two (2) loaded thirteen (13) wheeled wobblers.
- E2.19 Item No. 10 – shall be a JCB Fastrac 2140 or equivalent, 1997 or newer, minimum 130 hp four (4) wheel drive tractor c/w articulate or crab steering, amber warning beacon with 360° visibility, fully enclosed ROPS cab and a pintle hitch or clevis capable of towing two (2) loaded thirteen (13) wheeled wobblers.
- E2.20 Item No. 11 – shall be a 60-90 hp Rubber Tired Loader, c/w amber warning beacon with 360° visibility, ROPS cab or protection, 3 Pt. hitch.
- E2.21 Item No. 12 – shall be a 120-150 hp Rubber Tired Wheel Loader, 1997 or newer, 2-3 yd<sup>3</sup> general purpose bucket, c/w amber warning beacon with 360° visibility, fully enclosed ROPS cab.
- E2.22 Item No. 13 – shall be a 160-190 hp Rubber Tired Wheel Loader, 1997 or newer, 3-4 yd<sup>3</sup> general purpose bucket, c/w amber warning beacon with 360° visibility, fully enclosed ROPS cab.
- E2.23 Item No. 14 – shall be a 75-100 hp, 4wd Industrial Tractor Loader Backhoe, 1997 or newer, c/w amber warning beacon with 360° visibility, fully enclosed ROPS cab.

- E2.24 Item No. 15 – shall be a minimum 160 hp Motor Grader, 1997 or newer, 32,000 lbs. c/w amber warning beacon with 360° visibility, fully enclosed ROPS cab.
- E2.25 Item No. 16 – shall be a Construction/Crew office c/w appropriate trailer lights (turn and stop lights), propane or electric heaters, table and six (6) chairs and interior lights.

### **E3. DELIVERY**

- E3.1 The Contractor shall arrange for the equipment or vehicles to be serviced, ready for operation, fully fuelled, c/w 2-sets of keys, licensed and insured (where applicable) and delivered F.O.B. with the freight prepaid to the City of Winnipeg, Winnipeg Fleet Management Agency, 185 Tecumseh Street, Winnipeg, Manitoba no later than 9:00 am of the lease commencement date. The Contractor shall contact the Winnipeg Fleet Management Agency's Maintenance System Analyst at (204) 986-8370 prior to delivery of the equipment or vehicles.
- E3.1.1 If a vehicle is delivered after 9:00 am of the lease commencement date, the first billing date shall be considered to be the next Business Day.
- E3.2 The Contractor shall arrange for Pre-Delivery Inspections prior to delivery of the vehicle(s).
- E3.3 The Contractor shall fax all vehicle serial numbers, hours/mileage to the Maintenance System Analyst at (204) 986-4416 prior to delivery of the vehicles.

### **E4. INSPECTION**

- E4.1 All vehicles supplied under this Contract shall undergo an inspection by The City of Winnipeg prior to placing the equipment into service. Thorough examination of the equipment and successful completion of a full-performance test by the City shall be required as part of the inspection process. At its option, the City may discontinue the process upon finding a lack of conformance to the specifications. The deficiency shall then be rectified by the Contractor and the inspection process shall then commence anew.
- E4.2 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.

### **E5. NOTICE OF RETURN**

- E5.1 For leases under this Contract, the City of Winnipeg shall make every effort to establish the length of lease period when placing an order with the Contractor, however, the City of Winnipeg reserves the right to return vehicles prior to the lease period stated to the Contractor originally. Under these circumstances the City of Winnipeg agrees to provide the Contractor with a reasonable notice of return by a telephone call as follows:
- (a) daily lease - minimum of one (1) Business Day;
  - (b) weekly lease - minimum of two (2) Business Days; and
  - (c) monthly lease - minimum of two (2) Business Days;

### **E6. REPLACEMENT EQUIPMENT**

- E6.1 If a vehicle or piece of equipment is unavailable for use by the City, due to maintenance or mechanical repairs, and including warranty repair work, for a period exceeding one (1) Business day, the Contractor shall provide comparable replacement equipment/vehicle(s) at no additional cost to the City.

## **E7. MAINTENANCE AND REPAIRS**

- E7.1 The Contractor shall provide, at no additional cost, full maintenance and mechanical repairs for vehicles and 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, fluid changes, tune-ups;
  - (b) inspection and/or replacement of wearing components e.g. belts, brakes, suspension;
  - (c) repair or replacement of abnormal failures e.g. tire blowouts, loose trim, electronics failure.
- E7.2 The Contractor shall not be responsible for repair of tires due to road damage.

## **E8. COLLISION REPAIRS**

- E8.1 The Contractor shall perform collision repairs under the terms of the applicable insurance and claims settlement.

## **E9. WEAR AND TEAR**

- E9.1 When the units bid under this Contract are returned to the Contractor, the Contractor shall note that the City shall not be charged for normal wear and tear including, but not limited to, small body scratches (interior and exterior) and dents, paint discoloration, and stone chips as well as minor repairs.
- E9.2 The City shall not be charged for normal wear and tear. Normal wear and tear shall include, but not be limited to, abrasions, scuffs and small cuts.
- E9.3 When unit(s) supplied under this Contract are returned to the Contractor and the unit(s) have wear or damage in excess of normal wear and tear, the Contractor shall contact the Contract Administrator. Details of the equipment wear or damage shall be provided to the Contract Administrator who shall investigate or shall cause to have the Winnipeg Fleet Management Agency investigate the Contractor's claims. The unit(s) in question shall remain "as is" until the claim has been resolved.

## **E10. CONTRACTOR PERFORMANCE**

- E10.1 The WFMA shall be tracking vendor performance for issues including, but not limited to, delivery, conformance to specifications, maintenance and repairs, invoicing, collision repairs, wear and tear discrepancies, etc.. The Winnipeg Fleet Management Agency shall retain records of the Contractor's historical performance for consideration on future leased equipment contracts.