

PART A

BID SUBMISSION

FORM A: BID
(See B7)

1. Project Title RENTAL OF A 6.0 CUBIC YARD WHEEL LOADER

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 fifteen (15) 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)

RENTAL OF A 6.0 CUBIC YARD WHEEL LOADER

ITEM NO.	DESCRIPTION	TERM OF RENTAL (A)	APPROX. QUANTITY (B)	UNIT PRICE PER MONTH (C)	EXTENDED AMOUNT (A x B x C)
1	Rental of a 6.0 yd ³ Wheel Loader	3 Months	1	\$ _____	\$ _____
<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>					

 Name of Bidder

FORM N: DETAILED SPECIFICATIONS 04028

RENTAL OF A 6.0 YD³ WHEEL LOADER
(Glacial)

1.0 SCOPE

- 1.1 These specifications describe the lease of a rubber tired, articulated steering wheel loader including full service and maintenance by the Contractor.
- 1.2 Each bidder is required to fill in every blank. Failure to do so may be used as a basis for rejection of bid. Bidder to state “yes” for compliance or state deviation, or give reply where requested to do so.

2.0 STANDARDS

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

3.0 SERVICE FACILITY

- 3.1 The Contractor shall have an authorized service facility located within 10 km of the boundaries of the City of Winnipeg. The facility, or a portion thereof, shall be dedicated to the service and maintenance of the type equipment being offered. Further to B9.1, Bidders shall provide a description of the service facility including, but not limited to, number of qualified service staff, years of service experience, and general service capabilities within three (3) Business Days upon request of the Contract Administrator.
- 3.2 If a suitable warranty facility is not available within 10 km of the boundaries of the City of Winnipeg, the Bidder may propose that warranty work be performed by the City of Winnipeg Repair Facility. Any Work performed by the City of Winnipeg Repair Facility shall be charged to the Contractor at the Facility’s shop rate in effect at the time the work is performed (for example, shop rate for 2004: \$65.00/hour).

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 deviations 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 their bid.

5.0 TERMS OF RENTAL

- 5.1 The length of the rental shall be three (3) months, commencing on August 15, 2004.

- 5.1.1 Bidders shall state the rental cost per month, as indicated in Form B: Prices. The City reserves the right to extend the rental on a monthly basis by up to two (2) additional months at the stated monthly rate. The City will notify the Contractor fourteen (14) calendar days prior to the termination date of the rental period if an extension of the rental is required.
- 5.2 The monthly rate for rental shall include the cost of a full maintenance and service contract. The Contractor shall be responsible for full service, including all parts, materials and labour, of the wheel loader according to the manufacturer's service and maintenance schedules. The Contractor shall be responsible for maintenance of the complete machine including replacement of any components that fail during normal operation of the machine. Where a component fails, and the failure has not proven to have been caused by negligence on the part of the user, the component shall be replaced at no cost to the City.
- 5.3 The wheel loader is of vital importance to the City and, accordingly, all repair items brought to the attention of the Contractor by the City shall be rectified expediently. The City reserves the right to effect mechanical repairs to the vehicle, at full cost to the Contractor, should the Contractor fail to perform in a timely manner.
- 5.4 Should the Contractor dispute the City's decision on mechanical repair work required 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.
- 5.5 The City shall be responsible for the following:
- Ten (10), fifty (50) and (100) hour service checks (ie. daily, weekly and bi-weekly service checks) according to the manufacturer's service schedules;
 - Replacement of worn bucket bolt-on cutting edge. The bucket cutting edge shall be replaced only if it has worn sufficiently to warrant replacement, according to the manufacturer's recommendations;
 - Fuel;
 - Insurance coverage for the machine; and
 - Repair of damaged equipment where damage is proven to have been caused by negligence on the part of the City.
- 5.6 The Contractor shall be responsible for the following items for equipment leased under this contract:
- All repairs, parts and labour costs (including deductibles) due to mechanical failure or malfunction during the rental period (excluding items listed in Section 4.3);
 - Towing costs during the rental period (if unit is immobile);

5.7 The wheel loader shall be a 2003 model year or newer, shall have less than 1000 operating hours on the entire machine and shall be in excellent operating condition. The Fleet Management Agency will evaluate the condition of used machines being bid as required.

5.7.1 State model year of machine. _____

5.7.2 State number of operating hours on machine. _____

5.8 The intended user of the wheel loader is Glacial Sand & Gravel of the City of Winnipeg. The wheel loader shall be used to excavate gravel, feed crushing and screening equipment, load trucks and perform other miscellaneous functions, at the Pine Ridge gravel pit on Garven Road, east of PTH 207.

5.9 The anticipated usage of the machine is 200 hours per month. If the unit is returned by the City with an excess of 200 hours per month (i.e., 600 hours total after 3-months) 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 \$25.00/hour.

Note: The additional charge for excess operating hours shall apply to hours exceeding the anticipated total number of hours over the entire rental period and shall not be applied on a monthly basis.

5.10 The Contractor shall strive to minimize downtime - the time that the wheel loader is not available for use by the City. Downtime shall include the time that the machine is required by the Contractor, during regular working hours, for regular scheduled servicing or for maintenance of the machine required to correct failures not proven to have been caused by negligence on the part of the user. The City shall deduct the cost for accumulated downtime from the monthly cost for rental. The cost shall be prorated based on twenty (20) working days per month and eight (8) working hours per day.

5.10.1 On days, or during times, that the equipment is not in use by the City, the City shall make the wheel loader available to the Contractor for servicing and maintenance only. Said days or times shall not be considered downtime.

5.11 The Contractor is responsible for pick-up and delivery of the wheel loader.

5.12 The Contractor shall provide and maintain "on-site" repair services throughout the duration of the rental. The on-site repair services shall include the Contractor to provide repair and warranty services at Glacial Sand & Gravel on Garven Road within normal business hours. All incidental repair related costs (including, but not limited to, Contractor's travel, mileage, deductibles, etc.) in executing any part of the service or warranty shall be the sole responsibility of the Contractor.

5.13 If the machine is unavailable for use due to warranty, repair or maintenance for more than two (2) working days, the Contractor shall provide (upon request of the Contract Administrator) a replacement unit at no additional cost to the City. The requirement for a replacement unit is not applicable in the case of an insurance claim or due to damage caused by misuse or negligence on the part of the user.

5.14 During the rental period, 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 Contractor 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 2004: \$65.00/hour).

5.15 Wear and tear – when a unit leased under this contract is 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 chassis and body scratches (interior and exterior) and dents, paint discolouration, stone chips as well as minor repairs that may be necessary incidental to installation and removal of two-way mobile radios.

5.15.1 When a unit supplied under this contract is returned to the Contractor and the unit has wear or damage in excess of normal wear and tear, the Contractor shall contact the Contract Administrator. Details of the vehicle wear or damage shall be provided to the Contract Administrator who shall investigate or shall cause to have the Fleet Management Agency investigate the Contractor's claims. The unit in question shall remain "as is" until the claim has been resolved. The Contract Administrator shall have the final decision in disputes regarding damage claims. The Contractor shall have no claim against the City for any costs to rectify any wear or damage where the wear or damage was rectified without the consent of the Contract Administrator.

5.16 Bidder shall acknowledge compliance with the specifications and requirements of Items 5.1 to 5.15.1 inclusive.

State yes _____ or no _____.

6.0 WHEEL LOADER SPECIFICATIONS

6.1 The following specifications are a list of minimum requirements for specific components of the wheel loader and are not to be construed as to describe the complete machine. The Contractor shall ensure that the machine is equipped with any components, not specifically mentioned in these specifications, that are required to make the wheel loader complete and fully operational for its intended purpose.

6.2 The wheel loader shall be equipped with all components, features and accessories normally provided as standard for the model supplied.

STATE MAKE AND MODEL BEING BID: _____

6.3 Operating weight (SAE) - minimum 49,000 lbs. (22 226 kg), state. _____

6.4 Performance with 6.0 yd³ (4.6 m³) (heaped capacity) bucket:

a) Static tipping load, straight - minimum 37,000 lbs. (16 783 kg), state . _____

b) Static tipping load, full turn - minimum 34,000 lbs. (15 422 kg), state . _____

6.5 Engine - four cycle, diesel fuelled, liquid cooled. _____

6.5.1 Flywheel horsepower, as per SAE J1349 B - 260 H.P. (194 kW) minimum, state. _____

- 6.6 Transmission - full power shift with torque converter. _____
- 6.6.1 State number of speeds (Fwd/Rev). _____
- 6.7 Tires - rock type with L-3 tread. _____
- 6.7.1 Tire size - state. _____
- 6.7.2 Rear tires - 75% CaCl filled as required to meet performance criteria. _____
- 6.7.3 Travel weight with empty bucket to be less than 500 lbs. per inch width of tire. _____
- 6.8 Steering - articulated. _____
- 6.9 Loader bucket - general purpose type with a bolt-on cutting edge. _____
- 6.9.1 Bucket capacity, SAE struck - minimum 5.1 yd³ (3.9 m³). _____
- 6.10 Bucket leveller - automatic with position indicator. _____
- 6.10.1 Boom height control (kickout) - automatic, adjustable. _____
- 6.11 Operator compartment - shall have a roll over protective structure (ROPS) complete with cab, OSHA certified or equal. _____
- 6.12 Noise level at operator station under normal operation, measured as per SAE J919 - 85 dB(A) maximum, state. _____
- 6.13 Seat - adjustable bucket type with mechanical suspension, cushioned seat and back and seat belt. _____
- 6.14 Air conditioning - required. _____
- 6.15 Heater - high output. _____
- 6.16 Exterior rear view mirrors - one (1) each side. _____
- 6.17 Hourmeter. _____
- 6.18 Fuel gauge. _____
- 6.19 Monitoring system - required with warning lights and/or gauges to monitor all vital machine functions. The system shall include visual and audible warnings for at least the following: high engine coolant temperature, low engine oil pressure. _____
- 6.20 Lighting system - shall meet the requirements of the Manitoba Highway Traffic Act, including but not limited to headlights, stop,

- turn and tail lights, etc. _____
- 6.21 Cab interior light - required. _____
- 6.22 Work lights - required, front and rear. _____
- 6.23 Warning beacon - amber, roof mounted. _____
- 6.24 Horn. _____
- 6.25 Back-up alarm - required. _____

FORM O: QUESTIONNAIRE

REFERENCE: DETAILED SPECIFICATIONS 04028

- 1.0 **STATE** the latest possible date for notification of award of contract to meet the specified delivery date:

- 2.0 **STATE** the location of the wheel loader for inspection by the Fleet Management Agency:

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

- 3.1 **GIVE** description of service capabilities including number of service vehicles and field personnel:

- 4.0 **STATE** if other similar units are available as back up units and state year, make and model:

- 5.0 **DOES** the wheel loader being offered meet the minimum requirements of the Detailed Specifications?

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

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

