



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 110-2012

RENTAL OF ROAD AND CONSTRUCTION EQUIPMENT FOR 2012

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 RENTAL OF ROAD AND CONSTRUCTION EQUIPMENT FOR 2012

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, February 29, 2012.

B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

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 D3.1.

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 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 Bid Opportunity 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 Bid Opportunity 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.

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 two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B4.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

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 in 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 two (2) 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”, any 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”, any Bidder bidding that approved alternative may base his 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 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.
- B5.10 Notwithstanding B5.2 to B5.9, and in accordance with B6.7 deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B13.1(a).

B6. BID SUBMISSION

- B6.1 The Bid shall consist of the following components:

- (a) Form A: Bid;
 - (b) Form B: Prices.
- B6.2 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.
- B6.3 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, to constitute a responsive Bid.
- B6.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.5 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 Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B6.5.1 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.
- B6.6 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B13.1(a).
- B6.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.
- B6.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.9 Bids 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 should be printed below such signatures.
- B7.4.2 All signatures shall be original.
- 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 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.
- B8.1.1 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.
- B8.2 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.
- B8.3 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.

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, 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.
- B9.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B9.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).

B9.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B9.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B10. OPENING OF BIDS AND RELEASE OF INFORMATION

B10.1 Bids will not be opened publicly.

B10.2 Following the Submission Deadline, the names of the Bidders and their Bid Prices (unevaluated, and pending review and verification of conformance with requirements or evaluated prices) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

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 (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B10.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

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 C21, 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 will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
 - (b) open the Bid 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 Chief Administrative Officer 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 or acceptable deviation there from (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
 - (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 or minor informalities or irregularities 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 or in other information required to be submitted, that he is responsible and qualified.
- B13.4 Further to B13.1(c), the Unit Price shall be the unit price for each item shown on Form B: Prices.
- B13.5 This Contract may be awarded by item as identified on Form B: Prices.
- B13.5.1 The City shall not be obliged to award any item to the responsible Bidder submitting the lowest evaluated Bid for that item and shall have the right to choose the alternative which is in its best interests.
- B13.6 Bidders are not required to bid on all items.
- B13.7 Further to B13.5, 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 telephone 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 City 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, in accordance with B13.
- B14.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.
- B14.4 Notwithstanding C4 and Paragraph 6 of Form A: Bid, the City will issue a Purchase Order to the successful Bidder(s) in lieu of the execution of a Contract. The Purchase Order will indicate the Items and quantities required by the City. If the quantities significantly exceed the approximate quantities in Form B: Prices and the successful Bidder is unable to supply any portion or portions of said excess quantities, then the City may, in its sole discretion issue a Purchase Order to the second lowest responsive bidder for the such portion or portions of the excess quantities that the successful bidder is unable to supply.
- B14.5 The Contract, as defined in C1.1(n)(ii), 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

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Supply of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Bid Opportunity 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 Work to be done under the Contract shall consist of the rental of road and construction equipment on a daily, weekly and monthly basis from the date of award to December 31, 2012.

D2.2 The purpose is to establish a call-out list of prices on a daily, weekly and monthly basis for the rental of road and highway equipment. The equipment will be rented on an "as-required" basis, where and when available.

D2.3 When equipment is required, the City shall telephone the low Bidder for that class 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.

D2.4 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 as though specifically mentioned in these Contract Documents. The Contractor shall supply the equipment and all components and all features that are normally considered to be standard on that equipment.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:
Eugene Romaniuk
Winnipeg Fleet Management Agency
770 Ross Ave. Winnipeg, Manitoba R3E 1C6
Telephone No. (204) 986-4181

D4. NOTICES

D4.1 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer
Facsimile No.: (204) 949-1174

SUBMISSIONS

D5. AUTHORITY TO CARRY ON BUSINESS

D5.1 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

D6. COMMENCEMENT

- D6.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D6.2 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 D5.

D7. DELIVERY

- D7.1 The Contractor shall arrange for the vehicles and equipment to be serviced, ready for operation, fully fuelled, licensed and insured (where applicable) and delivered FOB with the freight prepaid to the City of Winnipeg, Winnipeg Fleet Management Agency Office, 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.
- D7.1.1 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.
- D7.2 The Contractor shall arrange for Pre-Delivery Inspections prior to delivery of the equipment.
- D7.3 The Contractor shall fax all equipment serial numbers, hours/mileage to the Maintenance System Analyst at (204) 986-8370 prior to delivery of the equipment.

D8. ORDERS

- D8.1 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 each piece of equipment 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);
 - (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.
- D9.3 The Contractor shall provide the Contract Administrator with a copy of the records for each piece of equipment at the time of delivery.
- D9.4 The City will bear no responsibility for delays in approval of invoices that are improperly submitted.

D10. INVOICES

D10.1 The Contractor shall submit an accurate invoice or invoices for the supply and delivery of each piece of equipment specified in the Contract 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
Email: CityWpgAP@winnipeg.ca

D10.2 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;
- (e) the amount payable with GST and PST shown as separate amounts;
- (f) the Contractor's GST registration number;
- (g) the City Unit Number (to be provided by WFMA at the time of order).

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 vehicle/equipment regardless of the lease period.

D10.4.1 Further to D10.4 and D11.2, the following example is provided to indicate invoicing for "Daily Rate" equipment: (Applicable taxes extra).

Example:	Item 12a	- Rubber Tire Wheel Loader, 120-150 hp
	Unit Price	- \$400.00 per Day
	Lease Period	- February 27 – March 5, 2012
	Days Leased	- 8

Invoice 1

- Dated March 1, 2012
- \$400.00 x 3 = \$1200.00

Invoice 2

- Dated March 5, 2012
- \$400.00 x 5 = \$2000.00

D10.4.2 Further to D10.4 and D11.2, the following example is provided to indicate invoicing for "Weekly Rate" equipment: (Applicable taxes extra).

Example:	Item 12b	- Rubber Tire Wheel Loader, 120-150 hp
	Unit Price	- \$1500.00 per Week
	Lease Period	- May 23 – June 18, 2012
	Weeks Leased	- 3-weeks, 5-days

Invoice 1

- Dated June 1, 2012

- $(\$1500.00 \times 1) + [(1500 \div 7) \times 1] = \1714.29

Invoice 2

- Dated June 16, 2012

- $(\$1500.00 \times 2) + [(1500 \div 7) \times 5] = \4071.43

D10.4.3 Further to D10.4 and D11.2, the following example is provided to indicate invoicing for "Monthly Rate" equipment: (Applicable taxes extra).

Example:	Item 12c	- Rubber Tire Wheel Loader, 120-150 hp
	Unit Price	- \$4500.00 per Month
	Lease Period	- May 11 – September 17, 2012
	Months Leased	- 4-months, 6-days

Invoice 1

- Dated June 1, 2012

- $(\$4500.00 \div 30) \times 20 = \3000.00

Invoice 2

- Dated July 1, 2012

- $\$4500.00 \times 1 = \4500.00

Invoice 3

- Dated August 1, 2012

- $\$4500.00 \times 1 = \4500.00

Invoice 4

- Dated September 1, 2012

- $\$4500.00 \times 1 = \4500.00

Invoice 5

- Dated September 18, 2012

- $(\$4500.00 \div 30) \times 17 = \2550.00

MEASUREMENT AND PAYMENT

D11. PAYMENT

D11.1 Further to C10, payment shall be issued in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D11.2 Lease 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 portion of a weekly and monthly rental shall be pro-rated based 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, government or otherwise, but not including Manitoba Retail Sales Tax and the Goods and Services Tax shall be included in the lease price.

PART E - SPECIFICATIONS

E1. GENERAL

E1.1 These specifications shall apply to the Work.

E2. NOTICE OF REQUIREMENT

E2.1 When equipment or vehicles are required, the City shall telephone 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 Bidder to make such arrangements as may be required, for example:

- (a) daily lease – notice shall be a minimum of one (1) Business day;
- (b) weekly lease – notice shall be a minimum of five (5) Business days;
- (c) monthly lease – notice shall be a minimum of five (5) Business days;

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 Past rental records indicate that the road and highway equipment has been rented for periods of approximately five (5) months in duration. However, the City can make no guarantees that the specified equipment will be needed for similar terms for the upcoming construction season.

E2.6 The City's purchase order shall be the agreement between the Contractor and the City. Any signature from an employee of the City on a rental agreement or delivery slip will only constitute acceptance of the vehicle/equipment, all other terms and conditions of the rental agreement shall be null and void.

E2.7 For all rentals, a City of Winnipeg employee must print and sign their names.

E3. MINIMUM EQUIPMENT/VEHICLE SPECIFICATIONS

E3.1 Item No. 1 – shall be a Bomag (BW55E) or equivalent, 300 lb. walk behind steel drum vibrator.

E3.2 Item No. 2 – shall be a Bomag (142D) or equivalent, 10,500 lbs. smooth drum vibratory steel roller with ROPS protection and an amber warning beacon with 360° visibility.

E3.3 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, and;

- (a) a CMVSS approved trailer with lighting package and safety chains for moving twin drum roller(s); and
- (b) chains and chain tighteners to secure to trailer.

E3.4 Item No. 4 – shall be a twin drum roller 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 No. 5 – shall be a thirteen (13) wheel wobbly, pull type c/w safety chains.

E3.6 Item No. 6 – shall be a self-propelled nine (9) wheel wobbly c/w ROPS protection and an amber warning beacon with 360° visibility.

- E3.7 Item No. 7 – 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 a slow moving sign and working taillights.
- E3.8 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.
- E3.9 Item No. 9 – shall be a minimum 80 hp tractor c/w amber warning beacon 360° visibility, ROPS cab or protection and a pintle hitch or clevis capable of towing two (2) loaded thirteen (13) wheeled wobblers.
- E3.10 Item No. 10 – shall be a JCB Fastrac 2140 or equivalent, minimum 130 hp 4WD 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.
- E3.11 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-point hitch.
- E3.12 Item No 12 – shall be a 120-150 hp Rubber Tired Wheel Loader, 2-3 yd³ general purpose bucket, c/w amber warning beacon with 360° visibility, fully enclosed ROPS cab with climate controls.
- E3.13 Item No. 13 – shall be a 160-190 hp Rubber Tired Wheel Loader, 3-4 yd³ general purpose bucket, c/w amber warning beacon with 360° visibility, fully enclosed ROPS cab with climate controls.
- E3.14 Item No. 14 – shall be a 75-100 hp, 4wd Industrial Tractor Loader Backhoe, c/w amber warning beacon with 360° visibility, fully enclosed ROPS cab with climate controls.
- E3.15 Item No. 15 – shall be a minimum 160 hp Motor Grader, 32,000 lbs. approx. c/w amber warning beacon with 360° visibility, fully enclosed ROPS cab with climate controls.
- E3.16 Item No. 16 – shall be a minimum 24,000# GVWR Cab & Chassis with a minimum 12 ft. steel flat deck. Cab & Chassis shall include an automatic transmission, hydraulic brakes, amber warning beacon w/360° visibility, current MGI safety including appropriate sticker. Flat deck to include a towing package c/w a Class IV towing hitch attached to frame, electric brake controller and all applicable wiring and electrical hook-up.
- E3.17 Item No. 17 – shall be a minimum 24,000# GVWR Cab & Chassis with a minimum 12 ft. steel dump body. Cab & Chassis shall include an automatic transmission, hydraulic brakes, 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.
- E3.18 Item No. 18 – shall be a minimum 54,000# GVWR Cab & Chassis with a minimum 14 ft. steel dump body. Cab & Chassis shall include an automatic transmission, air brakes, 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.
- E3.19 Item No. 19 – shall be a Construction/Crew office c/w a current MGI safety, 1997 or newer, appropriate trailer lights (turn and stop lights) and safety chains, propane or electric heaters, table and six (6) chairs and interior lights.
- E3.20 Item No. 20 – shall be a walk-behind Concrete Saw, minimum 62 hp gasoline or minimum 45 hp diesel engine, approx. 1500 lbs., Husqvarna FS 4800 or equal.

- E3.21 Item No. 21 – shall be a walk-behind Concrete Saw, minimum 66 hp diesel engine, approx. 1850 lbs., Husqvarna FS 6600 D or equal.
- E3.22 Item No. 22 – shall be a minimum 60 hp skid steer loader with a climate controlled cab, diesel fuelled, tires or tracks, general purpose bucket, amber warning beacon w/360° visibility.
- E3.23 Item No. 23 – shall be an approx. 8000 lbs. capacity fork lift, propane driven with ROPS system c/w amber warning beacon w/360° visibility.
- E3.24 Item No. 24 – shall be an electric or propane driven, self-propelled ice resurfacer c/w studded tires.
- E3.25 Item No. 25 – shall be a nominal 130 hp sheepsfoot compactor, approx. 23,000 lbs., 84 in. approx. drum width, diesel powered, ROPS protected c/w amber warning beacon w/360° visibility.
- E3.26 Item No. 26 – shall be a nominal 45,000 lbs. tracked excavator, diesel powered, approx. 160 hp, 36 in. bucket, fully enclosed ROPS cab with climate controls, amber warning beacon w/360° visibility.
- E3.27 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 vehicles leased requiring licensing and insurance, and for a period of less than six (6) months, the Contractor shall provide and pay for vehicle licensing and registration and at least the following minimum Autopac insurance coverage:

<u>Basic Insurance</u>	<u>Business Purpose</u>
Third Party Liability	\$ 200,000. ⁰⁰
Vehicle Damage Deductible	\$ 500. ⁰⁰

- E4.1.1 Originals of the licensing and insurance documents shall be provided with each vehicle at the time of delivery. Photocopies shall not be acceptable.
- E4.2 The City of Winnipeg shall provide and pay for vehicle licensing and registration and at least the minimum applicable Autopac insurance coverage for all vehicles leased for a period in excess of six (6) months.
- E4.3 The City of Winnipeg will provide its own Third Party Liability insurance in excess of the basic Autopac coverage for all vehicles and equipment leased from this Bid Opportunity. Evidence of such coverage will be provided upon request.
- E4.4 Should a vehicle or equipment leased under the Contract be involved in an incident, the City of Winnipeg, Claims and Insurance Branch will process all claims.

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. NOTICE OF RETURN

- E6.1 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 Bidder, however, the City of Winnipeg reserves the right to return equipment prior to the lease 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 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.
- E6.2 Further to E2.7, both the City of Winnipeg employee and the Contractor representative must sign the return slip upon return of all rental units. All shortage or damage to the unit must be on the noted on the return slip. No adjustments for shortages or damage claims will be made after the date of return.

E7. REPLACEMENT EQUIPMENT

- E7.1 If a vehicle or equipment is unavailable for use by the City of Winnipeg, due to maintenance or mechanical repairs and including warranty repair work, for a period exceeding one (1) Business day, the Contractor shall provide a replacement piece of equipment or vehicle comparable to the leased equipment at no additional cost to the City of Winnipeg.

E8. MAINTENANCE AND REPAIRS

- E8.1 The Contractor shall provide, at no additional cost, full maintenance and mechanical repairs for vehicles supplied under this Contract. The Contractor shall have a maintenance and repair facility located within 10 km of the City of Winnipeg limits. Maintenance and repairs shall include, but not be limited to:
- (a) manufacturer's recommended scheduled maintenance (e.g.) oil, filters, lubrication (c/w a visible service sticker indicating next service due), fluid changes, tune-ups as listed in the manufacturer's preventative maintenance schedules;
 - (b) inspection and/or replacement of wearing components (e.g.) belts, brakes, suspension; and
 - (c) repair or replacement of abnormal failures (e.g.) tire blowouts, loose trim, electronics failure.
- E8.2 The Contractor shall not be responsible for repair of tires due to road damage.

E9. COLLISION REPAIRS

E9.1 The Contractor shall perform collision repairs at the Contractors Facility, at a location within 10 km of the City of Winnipeg limits under the terms of the applicable insurance and claims settlement.

E10. WEAR AND TEAR

E10.1 When units are returned to the Contractor under this Contract, 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 stone chips as well as minor repairs that may be necessary incidental to installation and removal of two-way mobile radios, warning beacons and decaling.

E10.2 When a unit or units supplied under this Contract are returned to the Contractor and the units have 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 Winnipeg Fleet Management Agency (WFMA) investigate the Contractor's claims. The WFMA has the right to have a third party inspection and estimate of equipment damages. In such cases, the Contractor has the right to have the repairs performed at a vendor of his/her choosing, however, the cost shall not exceed that of the third party estimate. The unit or units 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.

E11. CONTRACTOR PERFORMANCE

E11.1 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 WFMA shall retain records of the Contractor's historical performance for consideration on future leased vehicle contracts.