



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 288-2008

**SUPPLY AND DELIVERY OF BUS BRAKE DRUMS AND REBUILT BRAKE SHOE
ASSEMBLIES**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND DELIVERY OF BUS BRAKE DRUMS AND REBUILT BRAKE SHOE ASSEMBLIES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, May 5, 2008.

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 D4.1.

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 Branch 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 Branch internet site 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.

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 Branch
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, may result in the Bid being determined to be non-responsive.
- 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 shall be printed below such signatures.

B7.4.2 All signatures should 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 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 and for each year 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.

B8.1.2 Prices on Form B: Prices shall not include the Manitoba Association for Resource Recovery Corporation (MARRC) Environmental Handling Charge (EHC) which shall be extra where applicable.

B8.2 The Contractor shall submit a credit price for the return of core parts, the price shall be based on each shoe size as indicated in E2.2. and as shown on Form B: Prices Section 1 (lines 1 to 7).

B8.3 The quantities for which payment will be made to the City of Winnipeg, will be determined by the actual quantities of cores returned to the Contractor.

B8.4 The quantities listed on Form B: Prices are to be considered actual only. The City will use said quantities for the purpose of comparing Bids.

B8.5 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 Branch internet site at <http://www.winnipeg.ca/matmgt>.
- 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.

Representative Sample

- B9.6 The Bidder shall submit, within five (5) Business Days of a request by the Contract Administrator, a sample for detailed inspection and approval.
- B9.7 Should the Bidder not submit a sample that meets the approval of the Contract Administrator, the bid may be determined to be non-responsive in accordance with B14.2.
- B9.8 The sample if required shall be fully assembled when sent to the Contract Administrator.
- B9.9 The Bidder shall be responsible for all freight costs associated with the delivery and return of samples.
- B9.10 The detailed inspection, testing and approval will be based upon meeting the requirements of the specifications in the Bid Opportunity document.
- B9.11 Upon completion of testing and inspection the Contract Administrator will communicate to the Bidder that the pre-production sample has been:
- (a) approved as submitted;
 - (b) approved subject to changes; or
 - (c) rejected and must be resubmitted.
- B9.12 Where the Contract Administrator has requested the sample be modified and re-submitted, in accordance with the specifications of the Bid Opportunity document, the Bidder shall:
- (a) re-submit the modified sample within five (5) Business Days unless otherwise directed by the Contract Administrator;

- (b) notify the Contract Administrator, in writing, of any changes to the sample other than those requested;
- (c) be responsible for all freight costs associated with the delivery and return of samples.

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 Branch 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 (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site 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 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 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 (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
- (c) Bid Price per Section; and
- (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 Bid Price per Section 1 shall be the sum of the quantities multiplied by the unit prices for each item and for each year (lines 1 – 7), **minus** Section 1a the sum of the quantities multiplied by the unit prices for each item and each year (lines 8 to 14) shown on Form B: Prices.

B13.5 Further to B13.1(c), the Bid Price per Section 2 shall be the sum of the quantities multiplied by the unit prices for each item and for each year (lines 15 – 21) shown on Form B: Prices.

B13.6 This Contract may be awarded as a whole or separately in sections as identified on Form B: Prices.

B13.6.1 Notwithstanding B8.1, the Bidder may, but is not required to, bid on both sections.

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.

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 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

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 on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>

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 supply and delivery of bus brake drums and rebuilt brake shoes assemblies for the period of July 1, 2008 to June 30, 2011.
- 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 and/or Users.
- D2.2.2 Notwithstanding 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.
- D2.3 The Contractor shall maintain a local facility, within ten (10) kilometres of the City of Winnipeg boundaries, to perform the Work required under this Contract.
- D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
- (a) "**Award Authority**" means the authority having the jurisdiction to award the Contract according to the City's by-laws, policies or procedures;
 - (b) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
 - (c) "**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;
 - (d) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;

- (e) "HF" means the brake lining are to be used on a high floor type bus;
- (f) "LF" means the brake lining are to be used on a low floor type bus.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Mr. John Derksen
Supervisor of Stores
Transit Department
421 Osborne Street
Winnipeg, MB R3L 2A2

Telephone No.: (204) 986-5811

Facsimile No.: (204) 986-5809

D5. NOTICES

D5.1 GC.7.05 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

D5.2 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.

D5.3 Further to GC.7.05, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.4, D5.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.

D5.4 All notices of appeal to the Chief Administrative Officer shall be sent to the following address or facsimile number:

The City of Winnipeg
Chief Administrative Officer Secretariat
Attn: Chief Administrative Officer
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: (204) 949-1174

D5.5 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
Attn: City Solicitor
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

Facsimile No.: (204) 947-9155

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

- D6.1 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.
- D6.2 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

SCHEDULE OF WORK

D7. COMMENCEMENT

- D7.1 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.
- D7.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D6.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D8. FORFEITURE OF CONTRACT

- D8.1 Notwithstanding GC.8.02 (1) and GC.8.02 (3), the City shall have the full right and power to take the whole of the Work, or any part or parts thereof, out of the hands of the Contractor, without process or action at law, upon giving the Contractor written Notice.

D9. INSPECTION OF MATERIAL

- D9.1 Further to GC.5.03, The City reserves the right to inspect and test all materials at its own expense and to reject any materials that are not in accordance with the requirements of the Specifications. The Contractor shall cooperate with the Contract Administrator in furnishing such specimens and samples of material as may be required for testing.

D10. RETURNED GOODS

- D10.1 Further to GC.5.04 and GC.10.01, The Contract Administrator or his/her designate shall inform the Contractor of the item(s) being returned and the reason for the return. The Contractor shall provide the Contract Administrator with Return Material Authorization (RMA) including shipping instructions, within five (5) Calendar Days of the request.
- D10.1.1 The Contractor shall be responsible for all transportation charges on returned goods and further to GC.6.01 the goods will be held at the Contractor's risk pending instruction.
- D10.2 Further to D10.1, the RMA shall include the following information, as a minimum:
- (a) Company name, if different than Contractor, and ship to addresses;
 - (b) Written authorization for the return and for a collect shipment;
 - (c) Preference of carrier / shipping method, a contact person with either a local Winnipeg telephone number or a toll-free telephone number;
 - (d) A contact person, responsible for the returned goods, with a toll-free telephone number.

- D10.3 The Contract Administrator shall provide, as a minimum:
- (a) The City department returning the goods, including an address and contact information for pick up;
 - (b) The City account number; if applicable;
 - (c) The City of Winnipeg's Department and address;
 - (d) Two (2) copies of the written authorization / RMA, one (1) copy on the outside and (1) one within the package;
 - (e) Total number of packages, weight and dimensions.

D11. LIQUIDATED DAMAGES

- D11.1 If the Contractor fails to achieve delivery of the goods within the time specified in E4 Delivery the Contractor shall pay the City sixty-seven dollars (\$67.00) per Working Day for each and every bus per Working Day due to parts shortage until the goods have been delivered.
- D11.2 The amount specified for liquidated damages in D11.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Delivery by the day fixed herein for same.
- D11.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D12. ORDERS

- D12.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

D13. RECORDS

- D13.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D13.2 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.
- D13.3 The Contractor shall provide the Contract Administrator with a copy of the usage records for each year within fifteen (15) Calendar Days of the end of that year and within thirty (30) Calendar Days at the end of the Contract.

MEASUREMENT AND PAYMENT

D14. INVOICES

- D14.1 Further to GC.9.01 and notwithstanding GC.9.03, the Contractor shall submit an invoice for each order delivered.
- D14.2 The Contractor should invoice the City on a monthly basis. A summary statement shall accompany the invoices and include:
- (a) the invoice number; amount of invoice;
 - (b) total statement value.
- D14.3 Further to D14.2 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 MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D14.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D15. PAYMENT

D15.1 Further to GC.9.01 and GC.9.03, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D15.2 Further to GC.9.03, effective January 1, 2007 the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

INDEMNITY

D16. INDEMNITY

D16.1 Notwithstanding GC.7.03, the Contractor shall indemnify the City in the amount of two million dollars (\$2,000,000), plus a minimum of twice the Contract value.

WARRANTY

D17. WARRANTY

D17.1 Notwithstanding GC.10.01 and GC.10.02, the warranty period for each item of Work supplied shall begin on the date of successful delivery and shall expire one (1) year thereafter unless extended pursuant to D17.2, in which case it shall expire when provided for thereunder.

D17.2 If a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.

D17.3 Notwithstanding GC.10.01, GC.10.02 and D17.2, if any law of Manitoba or of the jurisdiction in which the Work was manufactured requires, or if the manufacturer provides, a longer warranty period or a warranty which is more extensive in its nature, then the provisions of such law or manufacturer's warranty shall apply.

D17.4 In the event that a defect or deficiency is attributable to the product supplied by the Contractor, The City of Winnipeg will perform the necessary repairs immediately and the Contract Administrator will charge the cost of the repair to the Contractor.

D17.5 The Contractor shall reimburse the cost of the brake shoes and all other damaged parts and labour, including overheads, to perform the repairs resulting from the defect or deficiency on the following basis:

0 km. to 5,000 km. after a reline	100%
5,001 km. to 10,000 km. after a reline	80%
10,001 km. to 15,000 km. after a reline	60%

15,001 km. to 20,000 km. after a reline	40%
20,001 km. to 25,000 km. after a reline	20%
Over 25,001 km. after a reline	0%

D17.6 The Contractor must provide local support to rectify all warranty and service related issues within 24 hours of notification by the Contract Administrator.

D17.7 The Contract Administrator and the Contractor will deal with any warranty claim.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B5.

E2. GOODS

- E2.1 The Contractor shall supply and deliver bus brake drums and rebuilt shoe assemblies in accordance with the requirements hereinafter specified.
- E2.2 All brake shoes must have new brake linings installed with the following type lining **Fri-Tec** BN3, BN4 or BN6 type lining shown in Section 1. Each shoe will be identified by a part number which will indicate one of these lining types for the size listed below. Linings may be called for in standard, X, XX or XXX type thickness.

	Brake Shoe size	Bus type
(i)	14.5 x 5" (in) wide rebuilt front brake shoe;	HF = (high floor) Fri-Tec BN4
(ii)	14.5 x 6" (in) wide rebuilt front brake shoe;	HF= (high floor) Fri-Tec BN4
(iii)	14.5 x 10" (in) wide rebuilt rear brake shoe;	HF= (high floor) Fri-Tec BN4
(iv)	16.5 x 6" wide rebuilt front brake shoe;	LF = (low floor) Fri-Tec BN3
(v)	16.5 x 8.620" (in) wide rebuilt rear brake shoe;	LF = (low floor) Fri-Tec BN6
(vi)	410mm x 160mm wide rebuilt front brake shoe;	LF = (low floor) Fri-Tec BN4
(vii)	410mm x 220mm wide rebuilt rear brake shoe;	LF = (low floor) Fri-Tec BN4

- E2.3 The Bidder must strip the old lining material and fasteners off the brake shoes sent by the Transit Department. All corrosion, paint and dirt shall be cleaned off the brake shoes. The brake shoes then must be gauged for compliance to the Original Equipment Manufacturer (OEM) specifications for table radius, dimension between roller and anchor pin centres, table concavity, table thickness, webs being perpendicular to table and all other critical dimensions specified by the OEM. All brake shoes cores shall be checked for cracks, any cores found with cracks shall be discarded.
- E2.4 The brake shoes must be equipped with new anchor pin bushings, reamed, to OEM specifications, spring pins and rollers. Rollers saddles must allow free secure movement. Brake shoes must be painted with a corrosion resistant paint designed for brake shoes.
- E2.5 All brake shoe assemblies must be assembled with a Membrane Liner identified as B Block. The membrane liner must be applied to the shoe table prior to the application of the friction material. The membrane B Block may be obtained by contacting Karen Barney or Jeff Sinnock at:
- Rome Heavy Duty
113 Hemlock Street
Rome, Georgia
- Phone: (800) 241-3369 toll free or Phone: (706) 234-6743
- E2.6 All linings must be riveted to the shoe table. Linings must be fastened to the brake shoes in accordance with OEM specifications with the shoe gap **not** exceeding 0.006" (in).

- E2.7 Brake shoes must be packaged in boxes with only one (1) shoe per box. The boxes must be labelled with the Transit Department part number.
- E2.8 The Contractor shall supply standard and balanced Transit bus brake drums (without weights) in accordance with the requirements specified hereafter in Section 2. The City of Winnipeg Transit Department has shown the manufactures part numbers for the Bidders convenience to complete their bid. Transit has approved the following drum manufacturers for the purpose of this bid opportunity (Webb, STTP, and New Flyer NFA).
- | | | |
|-------|------|-----------|
| (i) | STTP | (964117B) |
| (ii) | STTP | (964051B) |
| (iii) | STTP | (966364B) |
| (iv) | STTP | (964040B) |
| (v) | STTP | (964089B) |
| (vi) | STTP | (964113B) |
| (vii) | STTP | (964015B) |
- E2.9 The Contractor shall ensure that all brake drums shall be clean and free of all shipping material and protective coating so they are ready for application.
- E2.10 Any material or components not herein specifically mentioned or included, but may be required and complete, and place the equipment in successful operation, shall be furnished by the Contractor as though specifically mentioned in this Bid Opportunity document. The Contractor shall supply the equipment and all components and all features which are normally considered to be standard on that equipment, unless specifically excluded.

E3. CORE RETURNS

- E3.1 The Contractor shall pay the City of Winnipeg for all returned brake shoe sizes indicated on Form B: Prices Section 1a.
- E3.2 The Contractor shall pay all transportation charges both ways on goods not shipped in accordance with E2.1. The goods will be held at the Contractor's risk pending instruction.

E4. DELIVERY

- E4.1 Goods shall be delivered on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to:

Transit Department
421 Osborne Street
Winnipeg, MB

- E4.1.1 Goods shall be delivered within two (2) Business Day(s) of the placing of an order, unless otherwise allowed by the User at the time of ordering.
- E4.2 Goods shall be delivered between 7:30 a.m. and 2:00 p.m. on Business Days.

E5. PICK UP AREA

- E5.1 The Contractor is responsible for picking up the brake shoe cores at:

Transit Department
421 Osborne Street
Winnipeg, MB

- E5.2 Goods shall be picked up on an "as required" basis during the term of the Contract. All transportation and responsibility for the goods are at the expense of the Contractor.

E5.3 Goods shall be picked up within three (3) Business Days of the placing of a request, except where otherwise agreed at the time.

E6. CRATING / PALLETS

E6.1 There shall be no charges for crating / pallets unless previously agreed to within the Bid Opportunity. All goods being supplied shall be packed by the Contractor to obtain the less amount of damage while in transit without sacrificing adequate protection of goods.

E7. PERFORMANCE RELIABILITY

E7.1 The responsibility for the design of the complete unit, its performance and reliability shall rest upon the Contractor.

E7.2 The term **“repeat failures”** as used herein is defined to mean that the same component, subassembly, or assembly develops repeated defects, breakdowns and/or malfunctions rendering the unit inoperative, or required repeated shop correction, service and/or replacement during the warranty period applicable for said component, subassembly, or assembly. Minor items or ordinary service adjustments are not included, or considered under the scope of “repeated failures”, as well as other factors, such as operational damage due to accidents, misuse or lack of proper maintenance, service and lubrication attention by not following the manufacturer’s preventative maintenance schedules.

E7.3 Where the unit develops **“repeated failures”** in service, the Contractor shall make any necessary engineering changes, repairs, alterations or modifications in order to guarantee reliability of performance.

E8. CHANGES IN MATERIAL

E8.1 During the course of the Contract, the Contract Administrator may, by providing not less than thirty (30) Calendar Days notice, require the Contractor to change the specification for brake linings to be installed or brake drum. The unit price may be adjusted by the change in the Contractor’s cost per unit of the brake shoe linings or brake drums. The Contractor shall provide evidence, satisfactory to the Contract Administrator, of any changes in cost as a result of the Transit Department’s change in specifications for brake linings or brake drums.

E8.2 During the course of the Contract, the Contract Administrator may test alternative lining material and brake drums on sample groups of buses in the fleet. The unit price may be adjusted by the change in the Contractor’s cost per unit of the brake shoe linings or brake drums. The Contractor shall provide evidence, satisfactory to the Contract Administrator, of any changes in cost as a result of the Transit Department’s change in specifications for brake linings and brake drums.