

**FORM A: BID**  
(See B8)

1. Contract Title SUPPLY AND DELIVERY OF A RAIL CART WITH TIE INSERTER ATTACHMENT

2. Bidder

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Usual Business Name of Bidder as it appears on Invoice (if different from above)

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
Province

\_\_\_\_\_  
Postal Code

\_\_\_\_\_  
Email Address of Bidder

\_\_\_\_\_  
Facsimile Number

(Mailing address if different)

\_\_\_\_\_  
Street or P.O. Box

\_\_\_\_\_  
City

\_\_\_\_\_  
Province

\_\_\_\_\_  
Postal Code

\_\_\_\_\_  
GST Registration Number (if applicable)

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

\_\_\_\_\_  
Email Address

4. Definitions

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

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/she is in receipt of a notice of award from the Award Authority 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.

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 sixty (60) Calendar Days following the Submission Deadline.

10. Signatures 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 B9)

**SUPPLY AND DELIVERY OF A RAIL CART WITH TIE INSERTER ATTACHMENT**

**UNIT PRICES**

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	QUANTITY	UNIT PRICE
1.	Rail Cart	16038	Each	1	
2.	Tie Inserter	16038	Each	1	
3.	Excavator Modifications to Unit No. 3590801 – 2010 Hitachi ZX 200 LC	16038	Each	1	
4.	Excavator Modifications to Unit No. 3723559 – 1992 Hitachi EX 200 LC	16038	Each	1	

\_\_\_\_\_  
Name of Bidder

## FORM N: DETAILED SPECIFICATIONS 16038

### RAIL CART WITH TIE INSERTER ATTACHMENT

#### **1.0** SCOPE

- 1.1 These specifications describe the supply and delivery of a nominal 25-ton capacity Rail Cart capable of being hydraulically driven by City owned, 45,000 lbs. tracked excavators. The completed rail cart unit shall also be supplied with a hydraulic Tie Inserter / Grapple attachment suitable for use with the two (2) City owned machines.
- 1.2 The unit and attachment shall be furnished complete and ready for operation. All parts not specifically mentioned, but which are required to complete and place the unit into successful operation, shall be furnished as though specifically mentioned in these specifications. The complete unit and all parts thereof, shall conform in strength and quality of material and workmanship to the best standards and engineering practice of the industry.
- 1.3 It will be the responsibility of the Bidder to inform the City of any deficiencies in these specifications, for under this Contract the Contractor shall be held responsible for the design, performance, reliability and satisfactory operational function of the unit.
- 1.4 The ratings specified herein merely state the minimum values acceptable to the City. There is no intent of implying that these values are sufficient for the design of the unit being bid.
- 1.5 Used or demonstrator equipment may be considered for purchase in this Bid Opportunity.

#### **2.0** STANDARDS

- 2.1 All applicable SAE standards form an integral part of these specifications and shall have precedence in any conflict concerning minimum acceptable standards.
- Society of Automotive Engineers, SAE: [http://www.standardsportal.org/usa\\_en/sdo/sae.aspx](http://www.standardsportal.org/usa_en/sdo/sae.aspx)
- 2.2 The completed unit and all its components shall comply with all applicable CMVSS and SAE regulations and requirements.
- Canadian Motor Vehicle Safety Standards, CMVSS:  
<https://www.tc.gc.ca/eng/acts-regulations/acts-1993c16.htm>

#### **3.0** SERVICE FACILITY

- 3.1 For the purpose of warranty repairs, the Bidder 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.

#### **4.0** REFERENCES

- 4.1 Provide three (3) references where this equipment is used in a working environment where climatic conditions are similar to the City of Winnipeg.
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## 5.0 INSTRUCTIONS FOR COMPLETION OF SPECIFICATIONS

5.1 All items in these specifications must be answered indicating compliance or non-compliance. **Bidders shall state "yes" for compliance or state deviation, or give a reply where requested to do so.** Deviations shall be clearly stated and fully detailed. Alternatives will be considered subject to evaluation.

5.2 Each bidder is required to fill in every blank. **Failure to do so may be used as a basis for rejection of bid.**

## 6.0 PERFORMANCE

6.1 The rail cart and tie inserter / grapple shall be capable of consistent top performance for use with City owned excavators performing railway maintenance during the summer and winter environments normal to the City of Winnipeg and surrounding area. \_\_\_\_\_

Note: The rail cart and tie inserter / grapple shall be used primarily for performing railway related maintenance functions between the Aqueduct Intake and Winnipeg. The Aqueduct and railway originate in Shoal Lake, Manitoba (approximately 200 km south east of Winnipeg) and terminates at 598 Plinguet Street, Winnipeg, Manitoba.

## 7.0 RAIL CART

7.1 **State Year, Make and Model Being Bid:** \_\_\_\_\_

7.2 Construction – end load design with integrated ramps, capable of transporting and being operated by the following City owned excavators:

i) 2010 Hitachi ZX 200 LC. \_\_\_\_\_

ii) 1992 Hitachi EX 200 LC. \_\_\_\_\_

Note: Modifications, hydraulic kits and/or secondary circuits required by City owned excavators to operate the rail cart and tie inserter shall be performed by the Contractor. All costs associated with the modifications shall be stated on Form B: Prices. Bidders are encouraged to view the City owned excavators prior to submitting bids. Viewing of the excavators can be arranged by contacting the Contract Administrator in D4.

7.3 Dimensions – 102" W x 18' L (without ramps) approx. **State** dimensions. \_\_\_\_\_

7.4 Deck material – steel frame design with oak decking c/w tie down locations. \_\_\_\_\_

7.5 Chains – heavy duty steel chains required for lifting and load securement, certified and tagged c/w hooks with spring closures. \_\_\_\_\_

7.6 Storage box – recessed deck storage box for Contractor supplied chains, slings and blocks. \_\_\_\_\_

7.7 Tow bar – 8 ft. approx. included with storage arms and standard pintle hitch. \_\_\_\_\_

7.8 Pin style hitch on both ends of cart. \_\_\_\_\_

- 7.9 Rail drive – cam lobe piston motor suitable for 25 km/h top speed, average grade 0-2%. 

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- 7.10 Towable hub design for ability to tow cart when required. 

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- 7.11 Integrated flow control – required. 

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- 7.12 Counterbalance valve – required. 

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- 7.13 Fail safe brake release and main reliefs. 

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- 7.14 Stabilizers – four (4) stabilizer legs for loading/unloading at initial crossing or remote sites prior to install of hydraulics. 

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- 7.15 Rail clamps – two (2) hydraulic rail clamps. 

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- 7.16 Brakes – full service hydraulic brakes by using a foot controller/lever plus park brake feature. 

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- 7.17 Lighting – solar powered red/white auto direction sensing lighting. 

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- 7.18 Direction detection – audible speaker for direction movement, able to be shut-off by a switch. 

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**8.0 TIE INSERTER / GRAPPLE**

- 8.1 State make and model being bid: 

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- 8.2 Type – hydraulically driven excavator attachment, 360° rotation, suitable for use with City owned excavators listed above. 

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- 8.3 Operating weight – 1500 lbs. approx., **state**. 

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- 8.4 Pads – bolt-on carbide protected pads. 

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- 8.5 Quick Coupler – quick change system with wedge lock design, CWS or equivalent, compatible with existing City of Winnipeg Quick Coupler system. 

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**9.0 WARRANTY**

- 9.1 The warranty for the rail cart and tie inserter / grapple shall cover the complete equipment and all parts thereof against any defects of workmanship, construction and materials for a period of one (1) year. Any article that has become defective during said warranty period and has not proven to have been caused by negligence on the part of the user shall be repaired or replaced at no cost to the City. The warranty shall be effective from the date the equipment is placed into service by the City of Winnipeg. 

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**10.0 PERFORMANCE RELIABILITY**

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

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- 10.2 The term "*repeat failures*" as used herein is defined to mean that

the same component, assembly, or sub-assembly develops repeated defects, breakdowns and/or malfunctions rendering the unit inoperative, or requiring repeated shop correction, service and/or replacement during the warranty period applicable for said component, assembly, or sub-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.

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- 10.3 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.
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**11.0 DELIVERY**

- 11.1 Delivery – the unit and all components thereof shall be delivered F.O.B. with the freight prepaid to 598 Plinguet, Manitoba within **twelve (12) calendar weeks** from the date of award. The Contractor shall contact the Contract Administrator prior to delivery of the equipment. Equipment shall be delivered within 8:00 am and 3:00 pm on Business Days.
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- 11.2 A pre-delivery inspection shall be performed by the Contractor on all equipment.
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**12.0 MANUALS**

- 12.1 Operator's manuals and Parts and Service manuals shall be supplied under this Contract. The manuals shall cover the complete equipment including attachments and all components thereof. CD format is preferred where available.
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- 12.2 The following manuals shall be supplied with the units when delivered:

- a) Operator's manual – two (2) required for rail cart, two (2) required for tie inserter/grapple. One (1) for rail cart and one (1) for tie inserter/grapple shall be sent to the Equipment Operator Training Branch as stated in D12.
  - b) Parts and service manuals – one (1) complete set including preventative maintenance schedules.
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