

FORM A: BID
(See B8)

1. Contract Title SUPPLY AND DELIVERY OF A HYDRAULIC BREAKER

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 HYDRAULIC BREAKER

UNIT PRICES

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	QUANTITY	UNIT PRICE
1.	Hydraulic Breaker	17046	Each	1	

Name of Bidder

FORM N: DETAILED SPECIFICATIONS 17046
HYDRAULIC BREAKER

1.0 DESCRIPTION OF EQUIPMENT

- 1.1 These specifications describe a **5.5-13 Ton Hydraulic Breaker** and other equipment and features as specified herein.
- 1.2 The **Hydraulic Breaker** shall be a new 2017 model year or newer.
- 1.3 The **Hydraulic Breaker** and all other items/components shall be the manufacturer's latest model. The equipment shall be furnished complete and ready for operation. Any parts or accessories not specifically mentioned, but which are required to complete and place the equipment and associated attachments in successful operation shall be furnished as though specifically mentioned in these specifications. The equipment and associated attachments, and all parts thereof, shall conform in strength and quality of material and workmanship, to the best standards and engineering practice of the industry.
- 1.4 It will be the responsibility of the Bidder to inform the City of any errors or omissions in these specifications, for under this Contract the Contractor shall be held responsible for the satisfactory operational function of the equipment.

2.0 OTHER SPECIFICATIONS AND 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.

- 2.2 The **Hydraulic Breaker** shall comply with the applicable regulations:

National Safety Mark, NSM = <http://www.tc.gc.ca/eng/acts-regulations/acts-road.htm>

Manitoba Safety and Health Act, Parts 12, 22 =
<http://web2.gov.mb.ca/laws/statutes/ccsm/w210e.php> and <http://www.gov.mb.ca/labour/safety/>

Canadian Standards Association, CSA = <http://www.csa.ca/about/Default.asp?language=english>

Under Writers of Canada, U/L = <http://www.ulc.ca/>

Society of Automotive Engineers, SAE = <http://www.sae.org/>

City of Winnipeg Lighting Visibility
Standard=<http://winnipeg.ca/matmgt/pdfs/PublicWorksEquipLightingVisibility.pdf>.

- 2.3 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 units.

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 five (5) Canadian references where this equipment is used in a working environment where climatic conditions are similar to the City of Winnipeg.

5.0 MAKE & MODEL

- 5.1 **State** make, model and year of the equipment bid- _____

6.0 INSTRUCTIONS FOR COMPLETION OF SPECIFICATIONS

- 6.1 Each bid will be evaluated based on adherence to all terms, conditions and requirements outlined in the Bid Opportunity package.

- 6.2 All items in these specifications must be answered indicating compliance or non-compliance. **BIDDERS SHALL STATE "YES" FOR COMPLIANCE OR STATE DEVIATION**, or give reply where requested to do so. Deviations shall be clearly stated and fully detailed. Alternatives will be considered subject to evaluation.

- 6.3 **EACH BIDDER IS REQUIRED TO FILL IN EVERY BLANK. FAILURE TO DO SO MAY BE USED AS A BASIS FOR REJECTION OF BID**

7.0 PERFORMANCE RELIABILITY

- 7.1 The responsibility for the design of the **Hydraulic Breaker**, its performance and reliability shall rest upon the Contractor.

- 7.2 The term "repeated failures" as used herein is defined to mean that the same component, subassembly, or assembly develops repeated defects, breakdowns and/or malfunctions rendering the vehicle inoperative, or requiring repeated shop correction, service and/or replacement during the warranty period applicable for said component, subassembly, of 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 schedule.

- 7.3 Where the **Hydraulic Breaker** develops "repeated failures" in service, the Contractor shall make any necessary engineering changes, repairs, alterations or modifications in order to guarantee reliability of performance.

- 7.4 The equipment shall be capable of consistent top performance in City of Winnipeg Environment. Note: The City of Winnipeg has four seasons with ambient temperatures ranging from approximately 90°F (32°C) to -40°F (-40°C)

8.0 FUEL

- 8.1 Where applicable, all equipment must be fully fuelled upon delivery (no exceptions).

9.0 QUALIFICATIONS OF MANUFACTURER & CONTRACTOR

- 9.1 The manufacturer of the **Hydraulic Breaker** shall have five (5) years continuous experience manufacturing the equipment.

9.2 The manufacturer shall have in effect a documented quality control program ensuring that the quality of materials and workmanship, including welding, conforms to the best standards and engineering practice of the industry.

9.3 The Contractor shall have five (5) years continuous experience servicing, repairing and maintaining **Hydraulic Breaker** of the type being offered.

10.0 SPECIFICATIONS:

- | | | |
|-------|--|---|
| 10.1 | To be compatible with a Case 590SM Loader Backhoe. | _____ |
| 10.2 | Impact class | Approx. 1300 ft-lbs. _____ |
| 10.3 | Striking rate | Approx. 1450 bpm. _____ |
| 10.4 | Carrier weight | 5.5-13 US tons. _____ |
| 10.5 | Flow range | 18-32 gpm. _____ |
| 10.6 | Acceptable back pressure | Approx. 300 psi. _____ |
| 10.7 | Operating weight | Approx. 950 lbs. _____ |
| 10.8 | Tool diameter | Approx. 3.3 inches. _____ |
| 10.9 | Attachment pins | Required. _____ |
| 10.10 | Quick couplers | Required. _____ |
| 10.11 | Lashing ring and heavy duty chain | Suitable chain length with forged slip hooks for safe and secure transport of hydraulic breaker in loader bucket. _____ |
| 10.12 | Mounting plate compatibility | Must be compatible with a quick mounting plate (17-1/2" x 20") as shown in the pictures below. _____ |





11.0 **WARRANTY**

- 11.1 Working tool 30 days. _____
- 11.2 Wear items including retaining pin, both upper and lower tool bushings, impact ring and bushing. 6 months. _____
- 11.3 Main component including main body, tool holder and gasket. 1 year. _____
- 11.4 All warranty information shall be detailed and include all exclusions. The successful bidder shall provide all published warranty information upon delivery of the equipment. Bidder shall state all warranty information. _____

12.0 **DELIVERY**

- 12.1 Delivery Point: The complete unit shall be serviced, ready for operation and delivered F.O.B. with the freight prepaid, including invoice and N.I.V.S. (if applicable) to the WFMA 185 Tecumseh Street, Winnipeg MB. The successful bidder shall be notified by the Contractor Administrator the delivery address prior to issuance of the purchase order _____
- 12.2 Delivery Time: **State earliest delivery time** from the date of award. Equipment shall be delivered between 8:00 am and 2:00 pm on Business Days. _____
- 12.3 Delivery Contact: The Contractor shall contact the Contract Administrator prior to delivery of the equipment. _____

12.4 P.D.I: A pre-delivery inspection shall be performed by the Contractor on the equipment. Proof upon inspection including completed check list _____

13.0 **MANUALS**

13.1 Manuals supplied under this contract. The manuals shall cover the complete equipment including all components thereof, CD or USD flash drive is preferred where available. _____

13.2 The following manuals shall be supplied with the units when delivered:

a) Operator's manual – Three (3) per unit (one operator manual shall be sent to the Equipment Operator Training Branch) _____

b) Parts and service manuals – one (1) complete sets including preventative maintenance schedules. CDs or USB flash drive are preferred. _____

14.0 **PARTS/LABOUR PRICING**

14.1 Bidder to provide City of Winnipeg Parts Discount % Pricing from retail parts pricing. **State percentage discount-** _____

14.2 Bidder to provide City of Winnipeg Labor Discount % Pricing from Retail shop labor rate. **State percentage discount-** _____