



## **THE CITY OF WINNIPEG**

# **TENDER**

**TENDER NO. 274-2020**

**SUPPLY AND DELIVERY OF BUS BRAKE COMPONENTS**

**Attention Bidders:**

**Bids for this Tender are being accepted by mail, facsimile transmission or by email (See B7.4). No personal delivery or courier.**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SUPPLY AND DELIVERY OF BUS BRAKE COMPONENTS

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, June 8, 2020.

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 D5.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Tender, 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 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.5 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. CONFIDENTIALITY**

B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Tender to the media or any member of the public without the prior written authorization of the Contract Administrator.

### **B5. ADDENDA**

B5.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.

- B5.2 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.
- B5.3 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>
- B5.4 The Bidder is responsible for ensuring that he/she 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.
- B5.5 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.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D5.

**B6. SUBSTITUTES**

- B6.1 The Work is based on the materials, equipment, methods and products specified in the Tender.
- B6.2 Due to the lengthy period required for testing and approval of brake products, no substitutions will be considered for this tender.
- B6.3 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.4 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.
- B6.5 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.
- B6.6 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her 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.
- B6.7 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B6.7.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and

obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.

- B6.8 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.9 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her 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 B16.
- B6.10 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.

## **B7. BID SUBMISSION**

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 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.
- B7.4 The Bid Submission may be submitted by mail, facsimile transmission, or by email.**
- B7.5 If the Bid Submission is submitted by mail, it shall be enclosed and sealed in an envelope clearly marked with the Tender number and the Bidder's name and address, and shall be mailed to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B7.5.1 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 Tender number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.6 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204- 949-1178.
- B7.6.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time or guarantee the successful receipt of a faxed Bid Submission.
- B7.7 If the Bid Submission is submitted by email, it shall be submitted to [purchasing@winnipeg.ca](mailto:purchasing@winnipeg.ca).
- B7.8 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.9 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B16.1(a).

## **B8. BID**

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.
- B8.2 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/her own name, his/her 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/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 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.
- B8.4 Paragraph 11 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/her 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;
  - (d) if the Bidder is carrying on business under a name other than his/her 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.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B8.5 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.

## **B9. PRICES**

- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 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.
- B9.1.2 No pallet charges will apply and no pallet charges will be accepted.
- B9.2 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.

B9.3 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.

## **B10. DISCLOSURE**

B10.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B10.2 The Persons are:

- (a) The Aftermarket Parts Company- specifications.
- (b) Fort Garry Industries- specifications.

## **B11. CONFLICT OF INTEREST AND GOOD FAITH**

B11.1 Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B11.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Tender process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

B11.3 In connection with its Bid, each entity identified in B11.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B11.4 Without limiting B11.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions



as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

- B11.5** Without limiting B11.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
  - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
  - (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B11.4 to avoid or mitigate a Conflict of Interest; and
  - (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B11.6** The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B12. QUALIFICATION**

- B12.1** 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.
- B12.2** 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 <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- B12.3** 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);
- B12.4** The Bidder shall provide representative samples of the goods offered, as described in E2 and E4, for detailed inspection and approval. The Bidder shall provide a sample within ten (10) Business Days of a request by the Contract Administrator. The manufacturer name and part number must be visible on each sample provided.

- (a) Failure to supply the sample unit(s) within the time period stated in B12.4, may result in the bid being determined to be non-responsive.
- (b) The Bidder shall be responsible for all freight costs associated with the delivery and return of the samples.
- (c) The Bidder shall submit, within seven (7) 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.

B12.5 Technical support personnel to provide resume outlining qualifications.

- (a) Five (5) years past maintenance and fabrication experience of bus brake shoes as well as contract administration experience required. Technical support personnel to be same person for length of contract. Notice to the Contract Administrator is required as well as resubmission of qualifications if technical support person changes during length of the contract.

B12.6 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.

### **B13. OPENING OF BIDS AND RELEASE OF INFORMATION**

B13.1 Bids will not be opened publicly.

B13.2 Following the Submission Deadline, the names of the Bidders and their Section 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>

B13.3 After award of Contract, the name(s) of the successful Bidder(s), their address(es) 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>

B13.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B13.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

### **B14. IRREVOCABLE BID**

B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B14.2 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 until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 9 of Form A: Bid.

## **B15. WITHDRAWAL OF BIDS**

- B15.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B15.1.1 Notwithstanding C20, 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.
- B15.1.2 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 11 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B15.1.3 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 11 of Form A: Bid; and
  - (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Bid withdrawn.
- B15.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B14.2 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.

## **B16. EVALUATION OF BIDS**

- B16.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
  - (c) Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B6.
  - (e) costs to the City of administering multiple contracts.
- B16.2 Further to B16.1(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.
- B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is qualified.
- B16.4 Further to B16.1(c), the Bid Price for Section 1a and b shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices. Section 1a (items 1–6) shall be Net of Core Charge which will consist of the brake shoe and lining purchase price **minus** the corresponding core charge/credit value price (Section 1b) (Items 7-12).
- Eg. Brake shoe and lining purchase price = \$150.00
- (i) Corresponding core charge/credit value price (from Section 1b) = \$50.00
  - (ii) Net of Core Charge ( Bid Price for Section 1a) \$150.00- \$50.00 = \$100.00
- B16.5 The Bid Price per Section 2 shall be the sum of the quantities multiplied by the unit prices for each item (items 13-16) shown on Form B: Prices.

- B16.6 The Bid Price per Section 3 shall be the sum of the quantities multiplied by the unit prices for each item (Items 17-21) shown on Form B: Prices.
- B16.7 This Contract may be awarded as a whole (Alternative 1) or separately in sections (Alternative 2) as identified on Form B: Prices.
- B16.7.1 Notwithstanding B9.1, the Bidder may, but is not required to, bid on both alternatives, or on any one or more sections in Alternative 2.
- B16.7.2 Notwithstanding B17.3, the City shall not be obligated to award any section to the responsible Bidder submitting the lowest evaluated responsive Bid for that section and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on both alternatives or on all sections in Alternative 2, he/she shall have no claim against the City if his/her partial Bid is rejected in favour of an award of the Contract on the basis of an alternative or section upon which he/she has not bid.

## **B17. AWARD OF CONTRACT**

- B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B17.2 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 qualified, and the Bids are determined to be responsive.
- B17.2.1 Without limiting the generality of B17.2, 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.
- B17.3 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B16.
- B17.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B17.4 Notwithstanding C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B17.5 The Contract Documents, as defined in C1.1(p), 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 2020-01-31) 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](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Tender 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 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 Supply and Delivery of Bus Brake Components for the period from August 1, 2020 until July 31, 2022, with the option of three (3) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on August 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

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 C7, 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 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.

D2.4 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.

#### **D3. COOPERATIVE PURCHASE**

D3.1 The Contractor is advised that this is a cooperative purchase.

D3.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.

D3.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.

D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.

D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:

- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
- (b) a participant may specify a duration of Contract shorter than the duration of this Contract;
- (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
- (d) any additional delivery charge identified and accepted in accordance with clause D3.4 and D3.5 will apply.

D3.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.

D3.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

#### **D4. DEFINITIONS**

D4.1 When used in this Tender:

- (a) "**LF**" means the brake lining are to be used on a low floor type bus.
- (b) "**OEM**" means original equipment manufacturer.
- (c) "**P/N**" means part number.
- (d) "**P&E**" means Hermann Peters GmbH. Co. A brake shoe manufacturer.
- (e) "**MARATHON**" means Marathon Brake. A manufacturer of brake linings.
- (f) "**M.A.N.**" means M.A.N. Truck and Bus Ag. A manufacturer of brake drums and brake shoes.

#### **D5. CONTRACT ADMINISTRATOR**

D5.1 The Contract Administrator is:

Ron Martin, SCMP.  
Inventory Coordinator- Transit Stores  
Telephone No.: 204- 986-6864  
Email Address: ronmartin@winnipeg.ca

#### **D6. NOTICES**

D6.1 Except as provided for in C20.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D6.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D5.

D6.3 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 facsimile number:

The City of Winnipeg  
Legal Services Department  
Attn: Director of Legal Services  
Facsimile No.: 204 947-9155.

## **SUBMISSIONS**

### **D7. AUTHORITY TO CARRY ON BUSINESS**

D7.1 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.

### **D8. RETURNED GOODS**

D8.1 Further to C.7 and C.11, 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 number (RMA) including shipping instructions, within five (5) Calendar Days of the request.

### **D9. INSURANCE**

D9.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4 for the return of the executed Contract Documents, as applicable.

D9.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D9.5 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**

### **D10. COMMENCEMENT**

D10.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D10.2 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 D7;
  - (ii) evidence of the workers compensation coverage specified in C6.16;
  - (iii) evidence of the insurance specified in D9; and



- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

## **D11. DELIVERY**

- D11.1 Goods shall be delivered on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to :

Winnipeg Transit Stores  
421 Osborne Street.  
Winnipeg, Mb, R3L 2A2

- D11.1.1 Goods shall be delivered within two (2) Business Days of the placing of an order.
- D11.2 Initial start-up delivery shall be thirty (30) Business days from the date of award.
- D11.3 After the initial start-up delivery stated in D11.2, Goods shall be delivered in accordance with D11.1.1.
- D11.4 All goods being supplied shall be packed by the Contractor to obtain the least amount of damage while in transit without sacrificing adequate protection of goods. The Contractor is responsible for picking up the brake shoe cores at the address indicated in D11.1.
- D11.5 Goods shall be delivered between 7:30 a.m. and 2:00 p.m. on Business Days.
- D11.6 The Contractor shall insure that all brake drums shall be stacked on pallets with plywood dividers between each layer of drums. Brake drums are to be delivered at a maximum of three (3) high per pallet.
- D11.7 The Contractor shall ensure that all brake drums and rotors shall be clean and free of all shipping material and protective coating so they are ready for application.
- D11.8 Brake shoe and lining assemblies must be packaged in boxes with only one (1) assembly per box. The boxes must be labelled with the Transit Department part number. The brake lining manufacturer and product number must be marked on the side of the box.
- D11.9 Brake disc pads must be packaged in boxes with only one (1) set of pads. The boxes must be labelled with the Transit Department part number. The brake lining manufacturer and product number must be marked on the side of the box.
- D11.10 The Contractor shall off-load goods as directed at the delivery location.

## **D12. LIQUIDATED DAMAGES**

- D12.1 If the Contractor fails to achieve delivery of the goods within the time specified in D11. Delivery the Contractor shall pay the City seventy-three dollars (\$73.00) per Working Day for each and every bus per Working Day until the goods have been delivered.
- D12.2 The amount specified for liquidated damages in D12.1 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.
- D12.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **D13. COVID-19 SCHEDULE DELAYS**

- D13.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public and directives from

health authorities and various levels of government, and in close consultation with the Contract Administrator.

- D13.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D13.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. If the Contractor declares that COVID-19 will affect the start date, the Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D13.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D13.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D13.5 The Work schedule, including the durations identified in D11 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D13.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

### **D13. ORDERS**

- D13.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

### **D14. RECORDS**

- D14.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D14.2 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); and
  - (d) description and quantity of goods supplied.
- D14.3 The Contractor shall provide the Contract Administrator with a copy of the usage records for each year within thirty (30) Calendar Days for the end of year one (1) and within 30 Calendar Days at the end of any Contract extension period should the contract be extended.

## **MEASUREMENT AND PAYMENT**

### **D15. INVOICES**

- D15.1 Further to C10, the Contractor shall submit an invoice for each order delivered 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

Send Invoices to [CityWpgAP-INVOICES@winnipeg.ca](mailto:CityWpgAP-INVOICES@winnipeg.ca)

Send Invoice Inquiries to [CityWpgAP-INQUIRIES@winnipeg.ca](mailto:CityWpgAP-INQUIRIES@winnipeg.ca)

- D15.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of goods delivered;
- (e) the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts; and
- (f) the Contractor's GST registration number.

D15.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D15.4 **Bid Submissions must not be submitted to the above facsimile numbers. Bids must be submitted in accordance with B7.**

#### **D16. PAYMENT**

D16.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D16.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

#### **D17. PERFORMANCE RELIABILITY**

D17.1 The responsibility for the design of the complete unit, its performance and reliability shall rest upon the Contractor.

D17.2 The term "repeat failures" as used herein is defined to mean 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.

D17.3 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.

#### **WARRANTY**

#### **D18. WARRANTY**

D18.1 Winnipeg Transit understands that brake lining (friction material) is a consumable product. Normal wear on brake lining (friction material) will not be considered as a warrantable item. However, for all other defects or deficiencies on brake components, including brake lining (friction material), the following warranty clauses apply.

D18.2 Notwithstanding C11, the warranty period for each item of Work supplied shall begin on the date of delivery and expire one (1) year thereafter unless extended pursuant to C11.3, in which case it shall expire when provided for there under.

D18.3 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 defective 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.

D18.4 The Contractor must provide local technical support to rectify all warranty and service related issues within twenty-four (24) hours of notification by the Contract Administrator

D18.5 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:

**MERITOR SHOES: FRONT**

0 km. to 50,000 km. after a reline	100%
50,000 km. to 100,000 km. after a reline	50%

**MERITOR SHOES: REAR**

0 km. to 10,000 km. after a reline	100%
10,000 km. to 20,000 km. after a reline	50%

**M.A.N. SHOES: FRONT**

0 km. to 50,000 km. after a reline	100%
50,000 km. to 100,000 km. after a reline	50%

**M.A.N. SHOES: REAR**

0 km. to 20,000 km. after a reline	100%
20,000 km. to 40,000 km. after a reline	50%

**BRAKE PADS: CENTRE AXLE**

0 km. to 30,000 km. after a reline	100%
30,000 km. to 60,000 km. after a reline	50%

**BRAKE PADS: FRONT AND REAR**

0 km. to 30,000 km. after a reline	100%
30,000 km. to 60,000 km. after a reline	50%

## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS

- 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 B6.

#### E2. GOODS

- E2.1 The Contractor shall Supply and Deliver Bus Brake Components in accordance with the requirements hereinafter specified.
- E2.2 All brake shoes must meet (OEM) Original Equipment Manufacturer specifications. All brake shoe tables must be clearly and permanently identified with the manufacturer's brand trademark and P/N. The following shoe table manufacturers are approved: Meritor, MAN Truck and Bus Ag (M.A.N.), and Hermann Peters GmbH Co. (P&E).
- E2.3 The brake shoe and lining assembly must be rebuildable. The entire the shoe table surface must be painted with a corrosion resistant paint designed for the application.
- E2.4 All brake shoes must have new brake linings installed with the following type lining: **Marathon KVT, MBST or KVTU**, each shoe will be identified by a part number which will indicate one (1) of these lining types for the size listed below. Linings may be called for in standard, X, XX type thickness.

<b>Brake Shoe size</b>	<b>Bus type</b>
(i) 4715 16.5 X 6" (in) wide rebuilt front brake shoe;	Marathon MBST
(ii) 4728 16.5 X 8.620" (in) wide rebuilt rear brake shoe;	Marathon MBST
(iii) 4656 410mm X 160mm wide rebuilt front brake shoe;	Marathon KVT
(iv) 4657 410mm X 160mm wide rebuilt rear brake shoe	Marathon KVTU undersized.



- E2.5 The Contractor 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 must then be gauged for compliance to the Original Equipment Manufacturer (OEM) specification 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.
- E2.6 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. O-Rings must be inserted into both sides of the anchor pin and roller bushings. Brake tables shoes must be painted with a corrosion resistant paint designed for brake shoes.
- E2.7 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) inches.
- E2.8 The Contractor shall supply standard and balanced Transit bus brake drums (without weights). The City of Winnipeg Transit Department has shown the manufacture's part numbers for the Bidders convenience to complete their bid. Brake drums must meet minimal thickness. Transit has approved Webb as the drum manufacturer for the purpose of this bid opportunity. All drums must meet OEM specifications.

(i)	Webb	(74040B)
(ii)	Webb	(74089B)
(iii)	Webb	(64053B)
(iv)	Webb	(66374B)

E2.9 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 Tender 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.

E2.10 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.

### **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 1B. All cores must be accepted and credited, including those that are damaged. Contractor must have a minimum of three hundred (300) shoe table cores in their inventory to begin the contract. The core bank must be comprised of cores that must be compatible with the LF bus axles, both front and rear as specified in this bid opportunity. The approved core shoe table manufacturers are Meritor, MAN Truck and Bus Ag (M.A.N.), and Hermann Peters GmbH Co. (P&E). Cores that have reached their end of life and are no longer suitable for rebuild or are not able to meet OEM specifications must be replaced with a shoe table manufactured by one of these approved manufacturers. The cores must be inventoried in a location within ten (10) kilometers of the City of Winnipeg boundaries as per D2.4.

### **E4. BRAKE ROTORS AND PADS**

E4.1 All brake rotors and pads must meet (OEM) Original Equipment Manufacturer specifications. All brake rotors and pads must be clearly and permanently identified with the manufacturer's brand trademark and P/N. The following brake rotors and pads are approved:

- (a) Brake Rotor Centre Axle: The Aftermarket Parts Company Ltd.- 6331333 or ZF Services North America - 050136953.
- (b) Brake Rotor Front 17": The Aftermarket Parts Company Ltd.- 6347297 or MAN - 81.50803.0040.
- (c) Brake Rotor Rear 17": The Aftermarket Parts Company Ltd. – 6359347 or MAN - 81.50803.0041.
- (d) Brake Pad Centre Axle: The Aftermarket Parts Company Ltd. – 6412344 or ZF Services North America - 0501219300.
- (e) Brake Pad N2G Kit: The Aftermarket Parts Company Ltd. – 6447341 or MAN - 81.50820.5114.