



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 328-2012

**SUPPLY, MAINTENANCE AND REFURBISHMENT OF FRONT LOAD GARBAGE
AND FRONT LOAD RECYCLING CONTAINERS AND THE MAINTENANCE AND
RETROFIT OF SIDE LOAD RECYCLING CONTAINERS**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 SUPPLY, MAINTENANCE AND REFURBISHMENT OF FRONT LOAD GARBAGE AND FRONT LOAD RECYCLING CONTAINERS AND THE MAINTENANCE AND RETROFIT OF SIDE LOAD RECYCLING CONTAINERS

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, July 13, 2012.
- B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

- B3.1 All enquiries shall be directed to the Contract Administrator identified in 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 Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B4.2.2 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.

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 Plant, Materials and methods 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 five (5) 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 Plant, Material or method 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/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.

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/she 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/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 B13.

B5.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B5.10 Notwithstanding B5.2 to B5.9, and in accordance with B6.5, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B13.1(a).

B6. BID SUBMISSION

- B6.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices.
- B6.2 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.
- B6.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B6.4 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B13.1(a).
- B6.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.7 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg, MB R3B 1J1
- B6.7.1 Samples or other components of the Bid 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.
- B6.8 If the Bid 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/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.
- 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/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 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/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.
- B7.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B7.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B8. PRICES

- B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B8.1.1 Notwithstanding C11.1.1, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B8.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B8.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B8.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. QUALIFICATION

- B9.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
 - (b) be financially capable of carrying out the terms of the Contract; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B9.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information

Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

- B9.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- B9.4 Further to B9.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
 - (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>)
- B9.5 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.
- B9.6 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.

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 Total Bid Price (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B10.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B10.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B11. IRREVOCABLE BID

- B11.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B11.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B12. WITHDRAWAL OF BIDS

- B12.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B12.1.1 Notwithstanding C22.5, 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 B12.1.2, declare the Bid withdrawn.
- B12.2 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 B11.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B13. EVALUATION OF BIDS

- B13.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
 - (c) Total Bid Price 100%
 - (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 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/her Bid or in other information required to be submitted, that he/she is responsible and qualified.
- B13.4 Further to B13.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B13.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B13.4.2 Further to B13.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B13.5 This Contract will be awarded as a whole.

B14. AWARD OF CONTRACT

- B14.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B14.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B14.2.1 Without limiting the generality of B14.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Bid is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B14.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B13.
- B14.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B14.4 Notwithstanding C4.1, 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 C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Supply of Services*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the supply, delivery, maintenance and refurbishment of the Front Load Containers, the maintenance and retrofit of Side Load Containers for the period from August 1, 2012 until July 31, 2017 , with the option of two (2) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) 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 1 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 major components of the Work are as follows:

- (a) Supply and delivery of garbage and recycling Front Load Containers to City of Winnipeg owned facilities, schools, multi-family dwellings, small commercial establishments, places of worship or as directed by the Contract Administrator.
- (b) On-site maintenance of garbage and recycling Front Load Containers and Side Load Containers including the welding, lid and rod repair, painting and decal replacement.
- (c) Off-site refurbishment and retrofit of garbage and recycling Front Load Containers and Side Load Containers at Recycling Depots.

D2.3 The Work shall be done on an "as required" basis during the term of the Contract.

D2.3.1 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.

D2.3.2 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.4 The Contractor shall perform the transport work (removal and replacement of the Front-Load and Side-Load Containers) at all locations, between the hours of 7:00 a.m. and 6:00 p.m.

D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (b) "**Front Load Container**" means a container of steel construction with volume from 2 cubic yards (1.5 cubic meters) to 8 cubic yards (6 cubic meters), collected using an automated front-end loading commercial bin truck. Containers have two fork pockets on either side of the container to unload the Container;
- (c) "**Side Load Container**" means a container of steel construction with a volume of six hundred (600) U.S. gallons, collected using an automated side loading commercial bin truck. Commonly known as EMCO containers;
- (d) "**Refurbishment**" means the major repair of being restored to its former good condition;

- (e) “**Retrofit**” means the major alteration of an existing side-load container to create a new recycling side-load container as detailed in Drawings SWD-D-392 and SWD-D-393.
- (f) “**Recycling Depot**” means an area used for the collection, sorting, and temporary storage of discarded materials which are taken elsewhere to be recycled;
- (g) “**On-Site Maintenance**” means maintenance accomplished where the Front-End or Side-Load Container is located. Maintenance includes graffiti removal, decal replacement, removal, relocation, and lid and rod repair;
- (h) “**Off-Site Maintenance**” means removing the existing Front-Load and Side-Load Containers from various sites and transport to the contractor’s maintenance facility. The Front Load and Side Load Containers will be emptied by the City prior to pick up. After restoration, the Contractor will return the Front Load and Side Load Container to its original location, or to a location at one of the other Recycling Depots designated by the Contract Administrator. Maintenance includes Refurbishment of the Front Load and Side Load Containers and retrofit of Side Load Containers.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Kyle Wingate
Technologist III – Collection
Garbage and Recycling Services
Telephone No. 204 986-3285
Facsimile No. 204 774-6729

D4.2 Bids Submissions must be submitted to the address in B6.7.

D4.3 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5. CONTRACTOR'S SUPERVISOR

D5.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor, and assistants if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the adequate notification to the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.

D5.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor’s supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

D7. NOTICES

D7.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer

Facsimile No.: 204 949-1174

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 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.

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 five million dollars (\$5,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) 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 Service. The Limit of Liability shall not be less than \$5,000,000 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 on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

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.

CONTROL 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 on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the workers compensation coverage specified in C6.14; and
 - (iii) evidence of the insurance specified in D9.
 - (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 in accordance with the following approximate schedule, f.o.b. destination, freight prepaid, to various locations within the City.
- D11.2 The Contractor shall provide the Contract Administrator with a detailed delivery schedule no later than seven (7) Calendar Days from notification of the award of the Contract.
- D11.3 The Contractor shall confirm each scheduled delivery with the User at least two (2) Business Days before delivery.
- D11.4 In addition, goods shall be delivered on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to various locations within the City.
- D11.5 Goods shall be delivered within one (1) Calendar Day of the agreed upon delivery schedule unless otherwise allowed by the User at the time of ordering.
- D11.6 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.
- D11.7 The Contractor shall off-load goods as directed at the delivery location

D12. LIQUIDATED DAMAGES

- D12.1 If the Contractor fails to achieve the Work of the Contract in accordance D11.5 and E6.3 the Contractor shall pay the City Four Hundred dollars (\$400.00) per Container, for each and every Calendar Week following the day fixed herein until the Work is complete.
- 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 the Work of the Contract.
- D12.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D13. SAFETY

- D13.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.
- D13.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.
- D13.3 The Contractor shall do whatever is necessary to ensure that:

- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
- (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
- (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
- (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
- (f) fire hazards in or about the Work are eliminated.

D14. EMPLOYEE BEHAVIOUR AND SUPERVISION

- D14.1 The Contractor shall provide adequate supervision of its employees and shall ensure that all such employees conduct themselves in an appropriate manner and shall without limitation ensure that employees:
- (a) behave in a courteous and polite manner (no profanity or excess noise) to City staff and other personnel;
 - (b) do not smoke while conducting City business;
 - (c) obey all posted safety rules;
 - (d) use their own radio(s) or telephones or cellular telephones necessary for onsite communication; and
 - (e) when employees are in the facility, that it is kept secure from entry by unauthorized persons.
 - (f) The Contractor and his employees are prohibited from entering the premises of any location other than to perform the Work of this Contract unless accompanied by plant staff. The Contractor or his personnel will not be allowed to operate equipment other than described in this Contract. No one other than the Contractor and his driver or helper shall be allowed on the City of Winnipeg owned property.

D15. ENVIRONMENTAL CLEAN UP

- D15.1 The Contractor is responsible for the immediate cleanup of **any** spillage or leakage of material from a container, including but not limited to, any spillage or leakage which occurs during the transporting of materials, which the City has not caused.
- D15.2 The material must be cleaned up, picked up, moved or otherwise remediated within three (3) hours of becoming aware of the spillage/leakage or a request from the Contract Administrator pursuant to this D15.3, whichever is sooner.
- D15.3 In the event that the Contractor does not comply with D15.1 and D15.2 the Contractor will be considered in default of the Contract and the City may clean up, pick up, move or otherwise remediate the material and all costs in this regard will be charged to the Contractor and deducted from his payment.
- (a) Serious and/or repeated defaults of this nature may be grounds for termination of the Contract.

D16. ORDERS

- D16.1 The Contractor shall provide a local Winnipeg telephone number, email address or a toll-free telephone number at which orders for service may be placed.

MEASUREMENT AND PAYMENT

D17. INVOICES

D17.1 Further to C11, the Contractor shall submit an monthly invoices for all work performed deliver to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg, MB R3B 1B9

Facsimile No.: 204 949-0864
Email: CityWpgAP@winnipeg.ca

D17.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) separate invoice for garbage container services;
- (c) separate invoice for recycling container services;
- (d) date of delivery;
- (e) delivery address;
- (f) date of service
- (g) service address;
- (h) description and quantity of work performed;
- (i) the amount payable with GST and MRST shown as separate amounts; and
- (j) the Contractor's GST registration number.

D17.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D18. PAYMENT

D18.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D18.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D19. WARRANTY

D19.1 Warranty is as stated in C12.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
SWD-D-392	Retrofit of Side-Load Recycling Depot Container for "Containers"
SWD-D-393	Retrofit of Side-Load Recycling Depot Container for "Paper"
SWD-D-413	Side-Load Container Dimensions

E1.3 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. SUPPLY AND DELIVERY OF FRONT LOAD CONTAINERS

E2.1 The following specifications shall be met for the garbage and recycling Front Load Containers:

Nominal Capacity	Nominal Dimensions (Width x Depth x Height & Height in Front)	Lid	Colour	
			Garbage	Recycling
2 Cubic Yard Tub	71" x 36" x 36"	31" x 34"	See Specification Reference E4	
3 Cubic Yard Slant	71" x 42" x 48" & 45"	36" x 47"		
4 Cubic Yard Slant	71" x 52" x 56" & 47"	36" x 47"		
6 Cubic Yard Slant	71" x 71" x 62" & 48"	36" x 58"		
8 Cubic Yard Slant	71" x 84" x 74" & 48"	36" x 58"		

- (a) All Front Load Containers shall be made with 10 Gauge Floors and 12 Gauge Sides
- (b) Fork Pockets shall be 3/16"
- (c) Bumper Pads shall be 10 Gauge

E2.2 All wheeled Front Load, Containers shall have 6" castor wheels, unless directed otherwise by the Contract Administrator

E2.3 All Front Load Containers shall have slanted tops except the 2 Cubic Yard Tub, unless directed otherwise by the Contract Administrator

E2.4 New Front Load Containers shall be primed and painted upon delivery

E2.5 The Contractor shall engrave serial numbers on all new Front Load Containers, as approved by the Contract Administrator.

E2.5.1 Further to E4, serial numbers for garbage Front Load Containers shall start with COW-G-XXXX

E2.5.2 Further to E4, serial numbers for recycling Front Load Containers shall start with COW-R-XXXX

E2.6 The Contractor shall place the respective decals on the new Front Load Containers as indicated in E5.5..

E3. MAINTENANCE SERVICES

- E3.1 The Contractor shall maintain all Front Load Containers acquired in this Contract as well as all existing City of Winnipeg owned Front Load and Side Load Containers.
- E3.2 The Contractor shall perform On-Site Maintenance and Off-Site Refurbishment of the Front Load and Side Load Containers in accordance with the requirements hereinafter specified.
- E3.3 Unless authorized by the Contract Administrator, Work shall be performed in a continuous manner until complete, without interruption.
- E3.4 The Contractor must inspect each Front Load and Side Load Container for integrity prior to performing any restoration work. The Contractor must notify the Contract Administrator should any Front Load and Side Load Container, in the opinion of the Contractor, is unusable, or the proposed restoration costs prohibitive.
- E3.5 Substitutions shall not be allowed unless application has been made to, and prior approval has been granted by, the Contract Administrator in accordance with B5.
- E3.6 The Contractor shall not perform any maintenance unless authorized by the Contract Administrator.
- E3.7 The Contractor will perform repairs to Front Load and Side Load Containers prior to painting.
- E3.8 Repairs include, but are not limited to, welding repair, lid and rod repair, refurbishment and retrofit.
- E3.9 The Contract Administrator shall inspect all repairs made to the Front Load and Side Load Containers immediately after restoration to ensure that the repairs meet specifications. Any repairs, which do not meet the approval of the Contract Administrator, shall be redone at the Contractor's expense.
- E3.10 The Contractor is responsible for all site and traffic control during loading and unloading process.
- E3.11 The sites are located on asphalt parking lots; suitable care should be taken at all locations as not to damage the surrounding asphalt surfaces while relocating/transporting the Front Load and Side-Load Containers.
- E3.12 The site locations of the Recycling Depots are as follow, but may change in accordance with D2.3:
- | | | |
|-------|---------------------------------|---------------------------------|
| (i) | Garden City (Shopping Centre) | 2305 McPhillips |
| (ii) | St. James Civic Centre | 2055 Ness Avenue |
| (iii) | Pan-Am (Pool) | 75 Poseidon Bay |
| (iv) | Waverley (Public Works Yard) | 1539 Waverley Street |
| (v) | Southdale (Shopping Centre) | Lakewood & Fermor Avenue |
| (vi) | Transcona | Chrislind & Ravelston Avenue W. |
| (vii) | Magnus Elison Recreation Center | 430 Langside |

E4. PAINT

- E4.1 The Contractor is responsible to supply the Anti-Corrosive Primer and Polyurethane Self-Priming Urethane paint. The Contractor shall use the following type/brand of paint or an equivalent in accordance with B5.
- | | | | |
|-----|---------|----------------------------------|------------|
| (a) | Primer: | Anti-Corrosive Primer Grey | - # 06160; |
| (b) | Paint: | Self-Prime Urethane Enamel Paint | - # 16052; |
| (c) | Colour: | | |

- (i) **“Recycle Blue”** shall be used for all recycling Front Load and Side Load Containers
 - (ii) **“Garbage Grey”** shall be used for all garbage Front Load Containers
- (d) Supplier: General Paint Corp., Store 051, 1045 St. James St., Winnipeg

E5. ON-SITE MAINTENANCE OF FRONT LOAD CONTAINERS AND SIDE LOAD CONTAINERS

- E5.1 The Contractor shall not perform any On-Site Maintenance unless authorized by the Contract Administrator.
- E5.2 Welding Repairs:
- E5.2.1 Prior to any welding repair, the Contractor shall ensure the area is free of contaminants and paint. Old welds shall be ground off with an angle grinder in order to expose clean bare metal. The Contractor must ensure that all new welds are continuous for the length of each joint. All welds shall be free of cracks and overlap. Each weld must be smooth and flush by filing and/or grinding.
- E5.2.2 All spot weld areas must be primed and painted with correct paint colour.
- E5.2.3 The Contractor will grind any rough edges or existing rough welds on exterior surface of all Front Load and Side Load Containers.
- E5.3 Lid and Rod Repair:
- E5.3.1 The Contractor will inspect plastic lids and will notify the Contract Administrator should any lids, in the opinion of the Contractor, be unsuitable for reuse. The Contractor shall supply all new lids for Front Load and Side Load Containers unless otherwise directed by the Contract Administrator.
- E5.3.2 Any lid hinge support brackets that are bent must be realigned. Any lid hinge support brackets that are missing or broken must be replaced. Lid and Rod Repair
- E5.3.3 The Contractor shall straighten any misaligned lids. This includes the straightening or replacement of the lid hinge support brackets, hinge rods and springs.
- E5.3.4 The Lid Locking Bar for Side Load Containers must be removed, sandblasted and painted with Anti-Corrosive Primer (Specification E4.1(a)). The Contractor may use a black, rust-resistance paint of their choice for final coat.
- E5.3.5 The Lid Locking Bar for the Side-Load Containers must be secured to both lids using the appropriate size stainless steel bolts. Any missing Bars are to be supplied by the Contractor and must be replaced. Prior to painting, the Contractor must ensure that the Side-Load Container's Lid Locking Mechanism is in proper working condition.
- E5.3.6 As directed by the Contract Administrator, damaged metal lids on Front Load and Side Load Containers shall be replaced with plastic lids or metal lids.
- E5.4 Lift Arm Repair:
- E5.4.1 Repairs to Side Load Container lift arms shall include, but not limited to:
- (a) Any bent lift arms must be straightened.
 - (b) All arms are to be reattached with similar size bolts as specified in E5.4.3.
 - (c) Missing bolts are to be replaced with similar size, stainless steel bolts as specified in E5.4.3.
 - (d) existing and new Lift arms must be primed and painted on all sides.
- E5.4.2 The Contractor must notify the Contract Administrator should any lift arms, in the opinion of the Contractor, be unusable. The Contractor shall remove container from its current location and transport Off-Site to replace any unusable lift arms with new lift arms supplied by City.

- E5.4.3 Threaded fasteners (bolts) shall be fabricated from stainless steel and conform to ASTM F593/F594 -Type 304, or approved equal.
- E5.5 Painting and Decal PlacementL:
- E5.5.1 Prior to painting On-Site, the Contractor shall ensure the area to be painted is properly cleaned and prepared for painting.
- E5.5.2 On-site painting of all exposed metal surfaces and graffiti removal shall have one (1) coat of Anti-Corrosive Primer (Specification E4.1(a)) applied and two (2) coats of Self-Priming Urethane Enamel Paint (Specification E4.1(b)) applied.
- E5.5.3 The Contractor must affix self-adhesive, vinyl labels (supplied by the City) to the Front Load and Side Load Containers as noted below:
- (a) On the front panel of each Side-Load Container:
 - (b) one label (approximately 92cm x 56cm) will be affixed to the Side-Load Container used for paper; and
 - (c) one large label (approximately 92cm x 56cm) and one small label (approximately 55cm x22cm) will be affixed to the Side Load Container used for containers.
- E5.5.4 On the front Panel of each Front Load Container:
- (a) One label (approximately 27.5cm x 22.5 cm) will be affixed to the front or side of the garbage and recycling Front Load Containers.
- E5.5.5 All labels must be positioned in a horizontal manner, with top corners equal distance from the top bar of the Container. All Container labels must be applied in such manner that the applied label is free of air bubbles, creases, rips or tears.
- E5.5.6 There are a limited number of Container labels therefore care must be taken when affixing labels so as not to destroy any labels.
- E5.5.7 From time to time the Contract Administrator will request the application of small decal on the containers for advertising purposes. The cost of the application will be incidental to this Contract.
- E6. OFF-SITE REFURBISHMENT OF FRONT-END CONTAINER AND SIDE LOAD CONTAINER**
- E6.1 The Contractor will remove the Front Load and Side Load Containers from their locations and transport to the Contractor's maintenance shop. After Off-Site Maintenance is completed, the Contractor will return the Front Load and Side Load Containers back to the original location, or to a location designated by the Contract Administrator. All costs associated for said work shall be incidental to this Contract.
- E6.2 The Contractor is responsible for the disposal of any contents of the Front Load and Side Load Container that are present immediately prior to any repairs or refurbishments.
- E6.3 Off-Site repairs shall be completed within a 24 (twenty-four) hour period. The off-site repair will be considered complete when the container is returned to its original location.
- E6.3.1 Further to E6.3, if repairs to the Front Load and Side Load Containers take longer than 24 (twenty-four) hours, the Contractor may be requested to place a substitute Front Load or Side Load Container at the location. All costs associated shall be incidental to this Contract.
- E6.4 Due to recycling service commitments at the Recycling Depots, the Contractor may only remove two (2) Side Load Containers at one time from each Recycling Depot location.
- E6.5 The Contractor is responsible for all site and traffic control during the loading and unloading process.

- E6.6 Locations where Front Load and Side Load Containers are located on asphalt parking lots; suitable care should be taken at the removal and relocation of the Containers.
- E6.7 The Contractor will perform refurbishment to existing Front Load and Side Load Containers prior to painting. Repairs include, but not limited to:
- (a) welding repair as described in E5.2;
 - (b) lid and rod repair as describe in E5.3;
 - (c) lift arm repair as describe in E5.4; and
 - (d) any material, labour not herein specifically mentioned or included, but which may be required to complete the refurbishment of the Front-End and Side-Load Containers, shall be furnished by the Contractor.
- E6.8 The Contractor shall remove all Front-End and Side-Load Container plastic or metal lids before restorations to the Containers are performed.
- E6.9 The Contractor shall notify the Contract Administrator should and fork pockets (Front-End Containers) or lift arms (Side-Load Containers), in the opinion of the Contractor, be unsafe for use.
- E6.10 The Contractor shall replace any unusable fork pockets with new fork pockets.
- E6.11 Further to E5.4, the Contractor shall remove the lift arms on the Side-Load Containers prior to Off-site repairs and painting.
- E6.12 The Contractor shall sandblast the exterior of all Front-End and Side-Load Containers, and arms to completely remove the old paint.
- E6.13 The Contractor shall ensure all surfaces shall be properly cleaned and prepared prior to painting. Painting shall be performed in an atmosphere controlled spray booth.
- E6.14 Further to E4, Off-site painting of all exposed metal surfaces on the exterior of the Front-End and Side-Load Containers, new steel trim, lift arms and fork pockets must be coated with primer paint.
- E6.15 The exterior of the Container shall have one (1) coat of Anti-Corrosive Primer (Specification E4.1(a)) applied and two (2) coats of Self-Priming Urethane Enamel Paint(Specification E4.1(b)) applied. The total dry thickness shall be a minimum of four (4) mil.
- E6.16 The Contractor shall place the respective decals on the newly refurbished Front-End and Side-Load Containers as indicated in E5.5.3.

E7. OFF-SITE RETROFIT OF SIDE-LOAD CONTAINERS

- E7.1 There are two (2) types of Side-Load Containers that require retrofits.
- (a) Side-Load recycling Depot Containers for "Paper" have a single rectangular opening on the front face. The required retrofits are shown on the drawing SWD-D-393 Paper Side-Load Container; and
 - (b) Side-Load recycling Depot Containers for "Containers" have two (2) square openings on the front face. The required retrofits are shown on the drawing SWD-D-392 Container Side-Load Container.
- E7.1.2 Upon direction from the Contract Administrator, the Contractor shall pick up existing Side-Load Containers as per E6.1. All associated transport costs shall be incidental to this Contract.
- E7.1.3 The Contractor shall remove all Side-Load Container arms, lids and steel port trims before alterations to the Side-Load Containers are performed.

- E7.1.4 The Contractor must cut and remove portions of the autobin wall to sizes indicated on the drawings, to facilitate the installation of the rectangular and square openings. Each cut must be smooth and flush by filing and/or grinding.
- E7.1.5 The Contractor shall supply new steel square trim for paper and container Front-End and Side-Load Containers as detailed in each drawing. The steel square trim for the paper and container openings shall be made of Cor-ten Steel, shall have a thickness of six (6) millimetres, and must be smooth and free of any rough edges.
- E7.1.6 The entire surface of the new steel square trim is to be primed prior to installation.
- E7.1.7 The Contractor shall install steel square trim for Paper and Container Side-Load Containers using appropriate sized bolts.
- E7.1.8 The Contractor shall place the respective decals on the newly retrofitted Side-Load Containers as indicated in E5.5.3.