



OFFER OF  
**SURPLUS  
GOODS**

SUBMISSION DEADLINE: **4:00 P.M. WINNIPEG TIME, JUNE 7, 2005**

If your company name and address are not correctly shown below, please enter or correct it before submitting your Bid.

BUYER: TROZIERE  
TELEPHONE NO. (204) 986-4623

The City invites offers to purchase surplus:

**DISPOSAL OF USED RAILWAY TIES**

as listed on the attached Form B: Prices.

**THE BID SUBMISSION MUST INCLUDE THIS PAGE (COMPLETED AND SIGNED)**

**TERMS AND CONDITIONS ATTACHED APPLY EXCEPT AS  
SUPERSEDED ABOVE OR BY SPECIFICATIONS (IF ANY) ATTACHED.**

**Contact Person:** (print) \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Facsimile Number:** \_\_\_\_\_

The Bidder hereby offers to perform the Work in accordance with the Contract for the price(s), in Canadian funds, set out in this Bid.

The Bidder agrees that the Offer of Surplus Goods in its entirety shall be deemed to be incorporated in and to form a part of this offer notwithstanding that not all parts thereof are necessarily attached to or accompany this Bid.

The Bidder certifies that the following addenda have been received and agrees that they shall be deemed to form a part of the Contract.

No. 1                       No. 2                       No. 3                       No. 4

This offer shall be open for acceptance, binding and irrevocable for a period of thirty (30) days following the Submission Deadline.

**Signature:** \_\_\_\_\_

RETURN TO:

**THE CITY OF WINNIPEG 276-2005  
CORPORATE FINANCE DEPARTMENT  
MATERIALS MANAGEMENT DIVISION  
185 KING ST MAIN FLOOR  
WINNIPEG MB R3B 1J1**

## TERMS AND CONDITIONS – SURPLUS GOODS

### 1. BIDDING PROCEDURES

- 1.1 The Bid must be submitted on the forms provided, with all required entries made clearly in ink.
- 1.2 If the Bidder finds discrepancies or omissions in the Offer of Surplus Goods for Sale or any part thereof, or is unsure of the meaning or intent thereof, he shall notify the Buyer. The Buyer will, if he deems it necessary, issue addenda to all Bidders. The Bidder is advised to direct all enquiries or comments to the Buyer at least five (5) business days prior to the Submission Deadline to allow time for the preparation and distribution of necessary addenda.
- 1.3 The Bidder is responsible for inspecting the goods, the nature of the Work to be done and all conditions that might affect his Bid or his performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.
- 1.4 The Bid must be submitted enclosed and sealed in an envelope clearly marked with the RFQ Number and the Bidder's name and address. Each envelope must contain only the Bid for one Offer of Surplus Goods for Sale.
- 1.5 The Bid must be submitted to the Materials Management Division at the address specified no later than the Submission Deadline specified. Bids received after the Submission Deadline will not be considered.
- 1.6 The Bid may be withdrawn without penalty at any time prior to the Submission Deadline.
- 1.7 The Bid shall be open for acceptance, binding and irrevocable for the period of time specified on the cover page. A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the City considers appropriate in the circumstances.
- 1.8 The City 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 City may reject all or any part of any Bid or waive technical requirements if the interests of the City so require. The City may reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified. A responsible and qualified Bidder is one that meets the qualifications specified and is not suspended, debarred or in default under any contract with the City.
- 1.9 Where the Contract is proposed in separate sections or with alternatives, the City shall have the right to award any section separately or to choose any alternative which is in its best interests.
- 1.10 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. Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the highest evaluated responsive Bid.
- 1.11 The Buyer will give written notice of the award of the Contract to the successful Bidder, or will give notice that no award will be made.
- 1.12 The Offer of Surplus Goods for Sale, including but not limited to the specifications, drawings and addenda, and the Contractor's Bid shall be deemed to be incorporated in and to form a part of the Contract notwithstanding that they are not necessarily attached to or accompany the written notice of award of Contract.
- 1.13 The name of the successful Bidder and the Contract amount will be made available, upon request, to Bidders only after award of Contract.

### 2. SCOPE OF WORK

- 2.1 The Work to be done under this Contract shall consist of the purchase and removal of surplus goods, and the provision of ancillary services in accordance with applicable specifications, drawings and addenda.
- 2.2 The Contractor shall provide and pay for all materials, labour, equipment, tools, utilities, licenses and fees necessary to complete the Work.

### 3. GOODS

- 3.1 All goods are sold on an "as is, where is" basis and the City makes no representation or warranty with respect to the fitness, merchantability, suitability or durability of any of the goods for any purpose.
- 3.2 The Contractor shall remove the goods within seven (7) days of notification by the City that his offer has been accepted.
- 3.3 The Contractor shall inspect the goods at the time of pick up. The City shall not be responsible for any damage, defect or deterioration of the goods purported to have occurred after any prior inspection by the Contractor unless such damage, defect or deterioration is identified at the time of pick up by the Contractor.

### 4. ASSIGNMENT

- 4.1 The Contractor shall not assign the Contract without the prior written approval of the City.

### 5. SUBCONTRACTING

- 5.1 If the Contractor subcontracts any portion of the Work, he shall:
  - a) employ only Subcontractors who have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, or who are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
  - b) enter into contracts or written agreements with his Subcontractors to require them to perform their work in complete conformance with and subject to the terms and conditions of the Contract; and
  - c) be as fully responsible to the City for acts and omissions of his Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him.

### 6. INDEMNITY

- 6.1 The Contractor shall save harmless and indemnify the City for twice the contract price plus two million dollars, unless specifically stated otherwise in the contract documents, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of acts or omissions of the Contractor, his subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:
  - a) accidental injury to or death of any person whether retained by or in the employ of the Contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
  - b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
  - c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
  - d) failure to pay a workers compensation assessment, or federal or provincial taxes;
  - e) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
  - f) inaccuracies in any information provided to the City by the Contractor.
- 6.2 The City has the right, acting reasonably and upon notice to the Contractor, to settle any such action, proceeding, claim or demand and charge the Contractor with the amount so paid or to be paid in effecting a settlement.
- 6.3 The Contractor shall pay to the City the value of all legal fees and disbursements required to settle any such claim or to defend the City against any such claim, action, proceeding, claim or demand notwithstanding that the settlement or defence of the said action, proceeding, claim or demand was undertaken on behalf of the City by a salaried employee of the City.
- 6.4 If the Contractor fails to make any payment required to be made to the City hereunder, the City shall be entitled to deduct the amount of such payment from any payment required to be made by the City to the Contractor under the Contract or take whatever other remedies against the Contractor that the City may have at law.

### 7. EVENTS OF DEFAULT

- 7.1 An event of default will be deemed to have occurred if the Contractor:
  - a) abandons the Work; or
  - b) is adjudged bankrupt or files for bankruptcy, becomes insolvent, makes a general assignment for the benefit of his creditors, or a receiver or liquidator appointed in respect of his assets; or
  - c) in the judgment of the City, is not performing or has not been performing the Work, or any part thereof, in a sound and workmanlike manner and in all respects in strict conformity with the Contract; or
  - d) in the judgment of the City, is not progressing continuously with the Work or any part thereof, and in such a manner as to ensure the completion of the Work or any part thereof, in accordance with the work schedule; or
  - e) fails to remedy any defective or deficient; or
  - f) fails to make prompt payment to his subcontractors, his employees or on account of the purchase or rental of equipment or material; or
  - g) fails to comply with any laws, by-laws or statutory regulations; or
  - h) fails to submit any schedules, documents or information required by the Contract; or
  - i) refuses or neglects to comply with an order given by the City;
  - j) commits any other breach of the Contract.
- 7.2 Any provision of the Contract may be waived only by express waiver in writing by the City. No express waiver of any provision shall imply the waiver of any other provision.
- 7.3 If an event of default has occurred, the City may do any one or more of the following:
  - a) withhold or retain the whole or part of the goods;
  - b) take the whole of the Work, or any part or parts thereof out of the hands of the Contractor;
  - c) demand payment for any amount owed to the City.
- 7.4 The duties and obligations imposed upon the Contractor by the Contract and the rights and remedies available to the City hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed upon the Contractor or available to the City at law.

### 8. PRICES AND PAYMENT

- 8.1 Prices bid shall not include Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST or PST) which shall be extra where applicable.
- 8.2 If the Contractor claims Manitoba Retail Sales Tax exemption for goods purchased for resale, he must provide his vendor registration number at the time of payment.
- 8.3 If the Contractor claims a conditional Manitoba Retail Sales Tax exemption, he must provide a purchase exemption certificate and, where applicable, his licence number at the time of payment.
- 8.4 Payment in full must be made in the form of a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, before goods are released. Some City facilities are not able to process cash transactions and the City reserves the right to refuse payment in the form of cash.

**FORM B: PRICES**

**UNIT PRICES**

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1.	Used Railway Ties		each	4,000		

\$ TOTAL BID PRICE (GST and PST extra where applicable - DO NOT INCLUDE IN TOTAL BID PRICE)  
(in figures) \_\_\_\_\_

(in words) \_\_\_\_\_

\_\_\_\_\_

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

## SPECIFICATIONS

### 1. GENERAL

1.1 These Specifications shall be applicable to the Work and shall take precedence over the Terms and Conditions.

### 2. DEFINITIONS

2.1 When used in this Request for Quotation:

- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (b) "**Buyer**" means the person authorized to represent the City in respect of the Request for Quotation;
- (c) "**Calendar Day**" means the period from one midnight to the following midnight;
- (d) "**Contract**" means the combined documents consisting of the Request for Quotation package and any documents and drawings referred to and incorporated therein together with any submissions required to be made by the Contractor after award, and all amendments to the foregoing;
- (e) "**Contract Administrator**" means the person authorized to represent the City in respect of the Contract and is identified at the time of award of the Contract;
- (f) "**Contractor**" means the person undertaking the performance of the Work under the terms of the Contract;
- (g) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (h) "**Work**" means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done by the Contractor pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all equipment, facilities, material, labour and services necessary for or incidental to the fulfilment of the requirements of the Contract.

2.2 Further to 2.1(b), the Buyer is:

TROZIERE  
(204) 986-4623

### 3. SURPLUS GOODS

3.1 The surplus goods offered for sale are used railway ties.

3.2 The used ties are in varying degrees of deterioration due to age and use in the railway bed.

3.3 All ties must be picked up and disposed of in an appropriate manner.

3.4 The ties will be brought into the Greater Winnipeg Water District Railway Yard at Ross, Manitoba for pick up by the Contractor.

### 4. SITE INVESTIGATION

4.1 The Bidder may make an appointment to view the Site by contacting the Contract Administrator.

4.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

### 5. PICK UP

5.1 Surplus goods shall be picked up f.o.b. origin.

5.1.1 Surplus goods shall be picked up within twenty (20) Business Days of award of Contract, except where otherwise agreed at the time of award.

5.2 Surplus goods shall be picked up between 8:30 a.m. and 4:30 p.m. on Business Days.

## **6. ADDENDA**

- 6.1 The Buyer may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Quotation, or clarifying the meaning or intent of any provision therein.
- 6.2 The Buyer will issue each addendum to all Bidders by:
- (a) mail, courier or facsimile transmission (fax) to the usual business address of the Bidder as shown in the records of the Materials Management Division; and/or
  - (b) publication at the Materials Management Division's Bid Opportunities internet website at <http://www.winnipeg.ca/matmgt/bidopp.asp>.
- 6.3 The Bidder is responsible for ensuring that he/she has received all addenda and shall acknowledge receipt of each addendum on the Request for Quotation cover page. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- 6.3.1 The Bidder is advised to check the Materials Management Division's Bid Opportunities internet website for addenda shortly before submitting his/her Bid.

## **7. BID SUBMISSION**

- 7.1 The Bid Submission consists of the following components:
- (a) Offer of Surplus Goods cover page completed and signed; and
  - (b) Form B: Prices.
- 7.2 Bids may be submitted by:
- (a) mail, courier or personal delivery to the address shown on the Request for Quotation cover page; or
  - (b) facsimile transmission (fax) to (204) 949-1178.
- 7.2.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- 7.2.2 Bids submitted by internet electronic mail (e-mail) will not be accepted.

## **8. PRICES**

- 8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- 8.2 Prices shall be fixed for the duration of the Contract except for changes stipulated, with amounts and effective dates, in the Bid.
- 8.3 Further to 8.1 of the Terms and Conditions, the City will not consider deductions in payment for any charges (e.g., minimum pick up charges, handling charges, container deposits, etc.), except those imposed after the Submission Deadline by a government or regulatory authority having jurisdiction, unless they are identified and quantified in the Bid.
- 8.4 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.
- 8.5 The quantities for which payment will be made by the Contractor shall be determined by the surplus goods actually supplied to the Contractor.

## **9. PAYMENTS**

- 9.1 Notwithstanding 8.4 of the Terms and Conditions, the Contractor shall submit payments to the locations designated by the Contract Administrator within ten (10) Calendar Days of each pick up of surplus goods.
- 9.2 Each payment must be accompanied by a written statement clearly indicating, as a minimum:
- (a) the City's Transaction number;
  - (b) pick up date(s);

- (c) pick up address;
- (d) itemized description, quantity and unit price(s) of goods received;
- (e) total amount of payment with GST and PST, where applicable, shown as separate amounts; and
- (f) where applicable, the Contractor's vendor registration number or a copy of the Contractor's purchase exemption certificate and, where applicable, his/her licence number (see 8.2 and 8.3 of the Terms and Conditions).

## **10. INSURANCE**

10.1 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) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance.

10.2 Deductibles shall be borne by the Contractor.

10.3 The Contractor shall provide the Contract Administrator with a certified true copy or a certificate of insurance of each policy 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.

10.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

## **11. WORKERS COMPENSATION**

11.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

## **12. EVALUATION CRITERIA**

12.1 Award of this Contract will be based on the following evaluation criteria:

- (a) conformance of the Bid with the requirements of the RFQ pass/fail;
- (b) qualifications of the Bidder pursuant to 1.8 of the Terms and Conditions pass/fail;
- (c) total contract price 100%.

12.2 Further to 12.1(b), the Bidder shall:

- (a) submit, within two (2) Business Days of a request by the Buyer, proof satisfactory to the Buyer of the qualifications of the Bidder and of any proposed subcontractor;
- (b) provide, on the request of the Buyer, full access to any of the Bidder's equipment and facilities to confirm, to the Buyer's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

12.3 Further to 12.1(c), total contract price will be evaluated on the basis of the approximate quantities shown on Form B.