



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 13-2015

SUPPLY AND DELIVERY OF AGGREGATE MATERIAL

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND DELIVERY OF AGGREGATE MATERIAL

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 9, 2015.

B2.2 Proposals 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 D3.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, 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 Request for Proposal 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 Request for Proposal 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. 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 Bid Opportunity 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 Request for Proposal, 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.

B5.2.1 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>

B5.2.2 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.

B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6. SUBSTITUTES

B6.1 The Work is based on the materials, equipment, methods and products specified in the Request for Proposal.

B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least fourteen (14) Business Days prior to the Submission Deadline.

B6.4 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 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.

B6.5 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.

B6.6 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.

B6.6.1 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.

B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.

- B6.8 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 B21.
- B6.9 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.
- B6.10 Notwithstanding B6.2 to B6.9 and in accordance with B7.7, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B21.1(a).

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices;
- B7.2 The Proposal should also consist of a Quality Control Plan (QCP) that contains the following components:
- (a) Production Flow Diagram (Section C) in accordance with B9;
 - (b) Prevention of Contamination, Segregation, and Degradation (Section D), in accordance with B10;
 - (c) Sampling and Testing (Section E) in accordance with B11; and
 - (d) Quality Control Personnel (Section F) in accordance with B12.
- B7.3 Further to B7.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.5 Proponents should submit one (1) unbound 8.5” x 11” original (marked “original”) including drawings and six (6) copies (copies can be in any size format) for sections identified in B7.1 and B7.2.
- B7.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should be presented in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).
- B7.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B7.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.10 Proposals shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor

Winnipeg MB R3B 1J1

B7.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL

B8.1 The Bidder shall complete Form A: Proposal, making all required entries.

B8.2 Paragraph 2 of Form A: Proposal 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 Proposal 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: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.

B8.4 Paragraph 11 of Form A: Proposal 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.

B8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B8.5 If a Proposal 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 Proposal and the Contract, when awarded, shall be both joint and several.

B9. PRODUCTION FLOW DIAGRAM (SECTION C)

B9.1 Section C of the Proposals should include a diagram that includes a step-by-step written description indicating the points of involvement with all aspects of processing, sampling, and testing the aggregate from natural state to finished product.

B10. PREVENTION OF CONTAMINATION, SEGREGATION, AND DEGRADATION (SECTION D)

B10.1 Section D of the Proposals should include a description of handling and storage method(s) used to minimize any segregation, degradation, and contamination during production.

B11. SAMPLING AND TESTING (SECTION E)

B11.1 Section E of the Proposals should include a description of sampling and testing frequency, testing facilities, production analysis, and recording of data.

B12. QUALITY CONTROL PERSONNEL (QCP) (SECTION F)

B12.1 Section F of the Proposals should include a resume of technical personnel responsible for administrating the QCP. The resume should include at a minimum:

- (a) Name of technical personnel;
- (b) Year of experience;
- (c) Technical training; and
- (d) Project experience.

B13. PRICES

B13.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B13.1.1 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.

B13.1.2 Prices on Form B: Prices shall not include Environmental Handling Charges (EHC) or fees, which shall be extra where applicable.

B13.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.

B13.3 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.

B13.4 Where applicable to the Request for Proposal, payments for services to Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B14. DISCLOSURE

B14.1 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.

B14.2 The Persons are:

- (a) Inland Aggregate;
- (b) L. Chabot Enterprises Ltd; and
- (c) Glacial Aggregates Inc.

B15. QUALIFICATION

B15.1 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.
- B15.2 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>
- B15.3 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);
 - (d) have a qualified technician to administer the Quality Control Plan. The minimum technician's qualification shall be determined and accepted by the Contract Administrator.
- B15.4 Further to B15.3(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 copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (b) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (c) 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/>)
- B15.5 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.
- B15.5.1 Further to B15.5 The Contractor shall demonstrate the ability to manufacture Seal Coat (Aggregate) chips and shall have produced material of similar gradation within the last three (3) years.
- B15.6 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.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B16.1 Proposals will not be opened publicly.
- B16.2 After award of Contract, the names of the Bidders and the Contract amount of the successful Bidder 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/>
- B16.3 To the extent permitted, the City shall treat all Proposal as confidential, however the Bidder is advised that any information contained in any Proposal Submission 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.

B17. IRREVOCABLE OFFER

- B17.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work for the time period specified in Paragraph 10 of Form A: Proposal.

B18. WITHDRAWAL OF OFFERS

- B18.1 A Bidder may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B18.1.1 Notwithstanding C21, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B18.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
 - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
 - (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.
- B18.2 A Bidder who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B17.2 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.

B19. INTERVIEWS

- B19.1 The Contract Administrator may, in his/her sole discretion, interview Bidders during the evaluation process.

B20. NEGOTIATIONS

- B20.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B20.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

B20.3 If, in the course of negotiations pursuant to B20.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Bidder from the Proposal as originally submitted.

B21. EVALUATION OF PROPOSALS

B21.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B15: (pass/fail)
- (c) Total Bid Price ; 80%
- (d) Production Flow Diagram; (Section C) 3%
- (e) Prevention of Contamination, Segregation, and Degradation; (Section D) 4%
- (f) Sampling and Testing; (Section E) 6%
- (g) Quality Control Personnel. (Section F) 7%

B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal 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 Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.

B21.4 Further to B21.1(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.

B21.5 Further to B21.1(d), Production Flow Diagram will be evaluated considering the Bidder's step-by-step points of involvement with all aspects of processing, sampling, and testing the aggregate from natural state to finished product.

B21.6 Further to B21.1(e), Prevention of Contamination, Segregation, and Degradation will be evaluated considering the Bidder's handling and storage method(s) used to minimize any segregation, degradation, and contamination during production.

B21.7 Further to B21.1(f), Sampling and Testing will be evaluated considering the Bidder's sampling and testing frequency, testing facilities, production analysis, and recording of data.

B21.8 Further to B21.1(g), Quality Control Personnel will be evaluated considering the experience and qualifications of the technical personnel(See B12.1) on Projects of comparable size and complexity.

B21.9 Notwithstanding B21.1(d) to B21.1(g), where Bidders fail to provide a response to B7.2(a) to B7.2(d), the score of zero may be assigned to the incomplete part of the response.

B21.5 This Contract may be awarded as follows:

- (a) It is the intent of the City to award Section A as identified on Form B: Prices to the two (2) lowest Bidders, meeting specification of all items, based on the prices, bid and

qualifications. Orders will then be placed by the City on the basis of one (1) most advantageous price and two (2) the ability of the Contractor to satisfy the City's requirements at the time of order.

- (b) It is the intent of the City to award Section B as identified on Form B: Prices to the most advantageous bidder, meeting bid specification of all items, based on the prices bid and qualifications.

B21.5.1 Notwithstanding B13.1, the Bidder may, but is not required to, bid on all sections.

B21.5.2 Notwithstanding B22.3, 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 all sections, he/she shall have no claim against the City if his/her partial Bid is rejected in favour of an award of the Contract as a whole.

B21.6 If, in the sole opinion of the City, a Proposal does not achieve a pass rating B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B22. AWARD OF CONTRACT

B22.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B22.2 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 Proposals are determined to be responsive.

B22.2.1 Without limiting the generality of B22.2, 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 Proposal 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.

B22.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer, in accordance with B21.

B22.4 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B22.5 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 the Supply of Goods* (Revision 2008 05 26) 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
- C0.2 A reference in the Request for Proposal 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 aggregate material for the period from May 1, 2015 until April 30, 2016, 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 May 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 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Jean-Luc Lambert, E.I.T.
Support Services Supervisor

Telephone No.: 204 806-0786
Facsimile No.: 204 986-5566

D3.2 Bids Submissions must be submitted to the address in B7.

D4. NOTICES

D4.1 Notwithstanding C21.3 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

D4.2 Bids Submissions must be submitted to the address in B7.

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D5.1 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.

D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

- D5.3 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.
- D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

- D6.1 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.

D7. INSURANCE

- D7.1 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) 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;
- D7.2 Deductibles shall be borne by the Contractor.
- D7.3 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 the date specified in C4, for the return of the executed Contract.
- D7.4 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.

SCHEDULE OF WORK

D8. COMMENCEMENT

- D8.1 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.
- D8.2 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 D6;
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D9. DELIVERY

- D9.1 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.
- D9.1.1 Goods shall be delivered within one (1) Business Days of the placing of an order, except where otherwise agreed at the time of ordering.
- D9.2 Goods shall be delivered between 7:00 a.m. and 4:30 p.m. on Business Days.
- D9.2.1 Goods delivered directly to a roadway, shall be delivered between 7:00 a.m. and completed by 2:00 p.m.
- D9.2.2 For Goods being delivered directly to a roadway where spreading is required, the Contractor shall use truck trailers equipped with belly dumps.
- D9.2.3 The Contract shall be capable of delivering the material as specified in D11.3.
- D9.3 The Contractor shall deliver Traffic gravel (item 1) at a rate of one hundred (100) tonnes per hour.
- D9.4 The Contractor shall deliver materials as shown on Form B: Prices, as follows:
- (a) **North Area:** is North of the Assiniboine River and West of the Red River;
 - (b) **East Area:** is East of the Red River; and
 - (c) **South Area:** is South of the Assiniboine River and West of the Red River.
- D9.5 The Contractor shall off-load goods as directed at the delivery location.
- D9.6 Table 2 of these Specifications, listing intended delivery locations, is provided for the convenience of the Bidder only. The City reserves the right to add or delete locations, within the boundaries of the City, or alter the type or quantity of goods to be supplied to any location as required by changes in its operations during the term of the Contract.
- D9.7 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least two (2) Business Days before delivery.
- D9.8 The Contractor shall off-load goods as directed at the delivery location.

D10. LIQUIDATED DAMAGES

- D10.1 If the Contractor fails to achieve delivery of the goods within the time specified in D9, the Contractor shall pay the City six hundred dollars (\$600.00) per Calendar Day for each and every Calendar Day until the goods have been delivered.
- D10.2 The amount specified for liquidated damages in D10.1 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.
- D10.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D11. WEIGHING OF TRUCKS

- D11.1 The Contractor shall determine net weights of material delivered by weighing the trucks empty (tare weight) and full (gross weight) on a legal for trade Government Certified Scale.
- D11.2 Accumulation on individual axle weights to obtain either the tare or gross weight is not an acceptable method of weighing trucks.
- D11.3 An electronic printer, suitable to the Contract Administrator or his/her designates, must print gross vehicle weights and tare weights on the material delivery tickets. These printed weights must include accurate time and dates.

- D11.4 Tare weights must be printed on the material delivery tickets for the first load picked up by each truck each day. This electronically printed tare weight accompanied by an accurate date and time can then be used for the balance of the day as the tare weight for subsequent loads hauled by that truck. For these subsequent loads, the tare weight may be hand written when net weights are being calculated on the material delivery ticket.
- D11.5 Should the Contractor be using a sophisticated computer system for his weight calculations, he must be able to demonstrate that truck tare weights are being checked and updated in a manner deemed appropriate by the Contract Administrator or his/her designate.
- D11.6 Should the truck scale, electronic printer, or computer weigh system become inoperative for any reason, the Contractor shall immediately contact the Contract Administrator or his/her designate.
- D11.7 The Contract Administrator or his/her designate will decide what procedure, if any, will be established to continue the purchase of screened aggregate for the period the equipment is inoperable. The determination of Contract Administrator or his/her designate is final.

D12. VERIFICATION OF WEIGHTS

- D12.1 The Contract Administrator or his/her designate, from time to time at this discretion, interrupt the normal weighing process to verify the accuracy of the net weights of material.
- D12.2 These checks may include, but are not limited to any of the following:
- (a) have City of Winnipeg personnel oversee weight scale operations at the Contractor's Site;
 - (b) should any weighing procedure be deemed unacceptable to the Contract Administrator or his/her designate, the Contractor will be advised to immediately correct same;
 - (c) Contract Administrator or his/her designate can compare gross and tare weights of the delivery vehicle at another certified scale.
- D12.3 Should any variance of net weights be discovered between the Contractor and City of Winnipeg's computed net weight, the Contract Administrator or his/her designate may take whatever action he deems appropriate.

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 records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

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
Email: CityWpgAP@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 Bids Submissions must be submitted to the address in B7.

D16. PAYMENT

D16.1 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D17. PAYMENT SCHEDULE

D17.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D18. WARRANTY

D18.1 Warranty is as stated in C11.

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>Specification No.</u>	<u>Specification Title</u>
CW2030	Excavation Bedding and Backfill

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 B6.

E2. GOODS

E2.1 The Contractor shall supply aggregate in accordance with the requirements hereinafter specified.

E2.2 Item No. 1 – Traffic Gravel twenty (20 mm) shall be in accordance with the gradation limits and properties listed in Table 1.

E2.3 Item No. 5 – Type II Fill Material shall be in accordance with CW2030 of the City of Winnipeg Standard Construction Specifications.

E2.4 Item No. 9 – Pit Run Material (Type 1) shall be in accordance with CW2030 of the City of Winnipeg Standard Construction Specifications.

E2.5 Item No. 13 – Screened Sand shall be in accordance with CW2030 of the City of Winnipeg Standard Construction Specifications for Sand.

E2.6 Item No. 15 – Seal Coat (Aggregate) Material shall be in accordance with the gradation limits and properties listed in Table 1.

E2.6.1 Limestone will not be allowed as a constituent material for Seal Coat (Aggregate) material.

E2.6.2 Seal Coat (Aggregate) shall be processed through a wash plant to remove fines and dust.

E2.7 Item No. 19 – Seal Coat (Aggregate) Trial Material shall be in accordance with the gradation limits and properties listed in Table 1.

E2.7.1 Limestone will not be allowed as a constituent material for Seal Coat (Aggregate) Trial material.

E2.7.2 Item No. 2 is a one time delivery of approximately one thousand (1,000) tonnes intended to be delivered at the South Area Yard.

TABLE 1				
Metric Sieve Size	Traffic Gravel (20 mm)	Traffic Gravel (16 mm)	Seal Coat Material	Seal Coat Trial Material
25 000				
20 000	100			
16 000		100		
12 500	75 - 90	80 - 95		
10 000			100	100
5 000	40 - 70	45 - 75	30 - 85	30 - 85
2 500			0 - 20	0 - 20
1 250	20 - 50	25 - 55		
630	15 - 40	15 - 40		
80	5 - 15	5 - 15	0 - 1	0 - 3
Los Angeles Abrasion (ASTM C131; Grading B)	35%	35%	35%	35%
Crushed Count (1 face) Passing No. 5000 sieve	35%	35%	35%	35%

E3. DELIVERY LOCATION

E3.1 Further to D9.6, the material's intended delivery locations are listed in Table 2 below

Table 2	
Form B: Prices	Delivery Location
Section A	Public Works (NOTE: shall be delivered to various Street locations) Water Services Division 552 Plinquet Street Winnipeg MB
Section B	Public Works 590 St. Anne's Road Winnipeg MB
	Public Works 849 Ravelston Avenue West Winnipeg MB
	Public Works 2317 Grant Avenue Winnipeg MB

E4. APPROVED PRODUCTS

- E4.1 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E4.1.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>
- E4.1.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E4.1.3 Further to C2.4(d), Specifications included in the Bid Opportunity shall govern over The City of Winnipeg Standard Construction Specifications.