



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 465-2017

RECYCLING OF SCRAP METAL

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 RECYCLING OF SCRAP METAL

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 23, 2017.

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. SITE INVESTIGATION

B3.1 Further to C3.1, the Bidder may view the Site without making an appointment.

B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site Meeting unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B3.3 The Bidder is responsible for determining:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the nature of the surface and subsurface conditions at the Site;
- (c) the types of bins and number required for each location;
- (d) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (e) the nature, quality or quantity of the Plant needed to perform the Work;
- (f) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (g) all other matters which could in any way affect his/her Bid or the performance of the Work.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

B4.2 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.

B4.3 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.

B4.4 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.

B4.5 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.

B4.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. CONFIDENTIALITY

B5.1 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.

B5.2 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.

B6. ADDENDA

B6.1 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.

B6.2 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.

B6.2.1 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>

B6.2.2 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.

B6.3 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.

B7. SUBSTITUTES

B7.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 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.

B7.4 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.

- B7.5 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.
- B7.6 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.
- B7.6.1 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.
- B7.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.
- B7.8 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 B17.
- B7.9 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.

B8. BID SUBMISSION

- B8.1 The Bid shall consist of the following components:
 - (a) Form A: Bid; and
 - (b) Form B: Prices;
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 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.
- B8.4 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.5 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 B17.1(a).
- B8.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B8.7 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

B8.7.1 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.

B8.8 If the Bid is submitted by facsimile transmission, it shall be submitted to 204 949-1178

B8.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B8.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B9. BID

B9.1 The Bidder shall complete Form A: Bid, making all required entries.

B9.2 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.

B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 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.

B9.4 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.

B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B9.5 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.

B10. PRICES

B10.1 The Bidder shall state a price **in Canadian funds** for each item of the Work identified on Form B: Prices.

- B10.1.1 The Percentage of Commodity Index (Column C) shall be the Contractor's quoted price that he shall pay to the City of Winnipeg based on the Index Price and the Commodity Exchange quoted in Column B for each item of the Work identified on Form B: Prices.
- B10.1.2 The Commodity Index shall be an independently published economic indicator that relates to the commodity for each item.
- B10.1.3 Notwithstanding C11.1.3, 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.
- B10.2 The frequency of price adjustments shall be one (1) per calendar month defined in B11.
- B10.3 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.
- B10.4 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.5 The Contractor shall be responsible for all costs associated with the pick-up and removal of all items covered by this Contract. For the convenience of the Bidder, attention to D22.3 should be noted.
- B10.6 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. PRICE ADJUSTMENTS

- B11.1 The Contractor shall be allowed to adjust his Index Price once per month, and pricing shall be based on the Index Price posted by the AMM for the current month, as posted on the 7th Business Day of each month.
- (a) Not later than the 10th Business Day of every month, the Contractor shall provide to the Contract Administrator an updated Excel Spreadsheet with updated pricing that shall be used for the current month.
- (i) Prior history shall be included on the spreadsheet.
- (b) **The Contractor shall also provide a pdf copy of the current AMM monthly to substantiate price adjustments.**

B12. DISCLOSURE

- B12.1 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.
- B12.2 The Persons are:
- (a) Gerdau
- (b) Industrial Metals

B13. QUALIFICATION

- B13.1 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.

B13.2 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>

B13.3 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);

B13.4 Further to B13.3(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) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) or
 - (i) 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
 - (ii) 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
- (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/>.)

B13.5 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.

B13.6 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.

B14. OPENING OF BIDS AND RELEASE OF INFORMATION

B14.1 Bids will not be opened publicly.

B14.2 Following the Submission Deadline, the names of the Bidders and their bid prices (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/>

B14.3 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/>

B14.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B15. IRREVOCABLE BID

B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B15.2 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.

B16. WITHDRAWAL OF BIDS

B16.1 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.

B16.1.1 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.

B16.1.2 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.

B16.1.3 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 B16.1.3(b), declare the Bid withdrawn.

B16.2 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 B15.2 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.

B17. EVALUATION OF BIDS

B17.1 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 B13 (pass/fail);
- (c) Total Bid Price; and
- (d) economic analysis of any approved alternative pursuant to B7.

B17.2 Further to B17.1(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.

B17.3 Further to B17.1(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.

B17.4 Further to B17.1(c), the Total Bid Price shall be the sum of the approximate quantities multiplied by the percentage of commodity index for each item shown on Form B: Prices.

(a) Formula:

Approximate Quantity (Column A) x Index Price (Column B) x Percentage of Commodity Index (Column C) = Extended Price (Column D)

B17.5 This Contract will be awarded as a whole.

B18. AWARD OF CONTRACT

B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B18.2 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.

B18.2.1 Without limiting the generality of B18.2, 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.

B18.3 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 B17.

B18.3.1 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.

B18.4 Notwithstanding C4.1, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B18.5 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 Recycling of Scrap Metals from various locations for the period from November 1, 2017 until October 31, 2017, with the option of four (4) mutually agreed upon one (1) year extensions.

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

D2.1.2 Changes resulting from such negotiations shall become effective on November 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 major components of the Work are as follows:

- (a) The Contractor shall be responsible for the supply of all necessary storage/pick-up bins for scrap steel, cast iron, aluminum, copper and brass. The Contractor shall also pick up and replace the storage/pick-up bins at the various locations. The storage/pick-up bins shall be clearly marked by placard identifying the contents and location. The tare weight shall be clearly identified on each storage/pick-up bin.
- (b) The Contractor shall supply adequate transportation or lockable containers for the removal of loose cold water meters. The City is willing to collect the cold water meters in the City's dumpable containers and call for a pick-up on an "as required" basis. The City's containers will not be allowed to leave the Site under any circumstances. The Contractor shall provide a printed document to the Contract Administrator or designate indicating the tare weight of the bin used to remove the cold water meters prior to leaving the premises.
- (c) The Contractor shall be responsible for the scrapping of transit buses which may include thirty-five (35) foot and forty (40) foot buses of various weight between approximately nineteen thousand (19,000 lbs) to twenty-three thousand (23,000 lbs) pounds each.
 - (i) The composition, quality and types of buses may vary during the term of the Contract. The City will in no way be responsible for such variation.
 - (ii) The Transit Department will allow a deduction of nine hundred (900) pounds from the weight of the New Flyer High Floor buses model D40HF due to fibreglass content.
 - (iii) The Transit Department will advise the Contractor when they intend to deliver buses to the location designated by the Contractor. However, cost of the delivery shall be paid by the Contractor.
 - (iv) The Transit Department may at its option, remove wheels and tires from the buses after delivery. If tires are left on a bus, the Contractor shall render them obviously unusable before disposal.
 - (v) The Contractor shall dismantle, shred or otherwise demolish buses within ninety (90) Calendar Days of pick up. No bus or major portion thereof shall be left recognizable as a City of Winnipeg Transit Department bus.

D2.3 The Contractor shall assume all responsibility for the scrap metal during loading, transportation, handling and storage until ultimate disposal.

- D2.4 Possession of the scrap metal by the Contractor shall not constitute ownership of same until payment has been satisfactorily rendered to the City.
- D2.5 The Work shall be done on an "as required" basis during the term of the Contract.
- D2.5.1 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.
- D2.5.2 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.
- D2.5.3 Notwithstanding C7.4 and E2.13 the City shall have no obligation under the Contract to recycle batteries with the Contractor.
- D2.5.4 The City may add or delete locations as necessary due to changes in operational requirements.
- D2.6 Locations listed on Table A in E1.1 are for the convenience of the bidder only. Locations and bins required may be added, changed or removed as necessary.

D3. COOPERATIVE PURCHASE

- D3.1 The Contractor is advised that this is a cooperative purchase.
- D3.2 The Contract Administrator may, from time to time during the term of the Contract, may approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.
- D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.
- D3.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of The City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.
- D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same services;
 - (b) a participant may specify a duration of Contract shorter than the duration of this Contract;
 - (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
 - (d) any additional delivery charge identified and accepted in accordance with clause D3.4 and D3.5 will apply.
- D3.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.
- D3.8 No participant shall have the right or authority to effect a change in the contract, or of any other Participant in this Contract.

D4. DEFINITIONS

- D4.1 When used in this Bid Opportunity:

- (a) “**AMM**” means American Metal Market
- (b) “**User**” means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Diane Westra-Hanaback
Contracts Officer

Telephone No. 204 986-2293
Email Address: dwestra-hanaback@winnipeg.ca

D5.2 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.

D6. CONTRACTOR'S SUPERVISOR

D6.1 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 prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.

D6.2 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.

D6.2.1 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.

D7. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D7.1 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.

D7.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D7.3 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.

D7.4 A Contractor who violates any provision of D7 may be determined to be in breach of Contract.

D8. NOTICES

D8.1 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

D8.2 Bid Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B8.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

D9.1 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.

D10. INSURANCE

D10.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. 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;

D10.2 Deductibles shall be borne by the Contractor.

D10.3 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.

D10.4 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.

D10.5 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

D11. COMMENCEMENT

D11.1 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.

D11.2 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 D9;
 - (ii) evidence of the workers compensation coverage specified in C6.14; and
 - (iii) evidence of the insurance specified in D10.

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

D12. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D12.1 Further to B13.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.4.

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) 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; and
 - (e) 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 a manner appropriate to people 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 within a City facility;
 - (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.
- D14.2 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. ENVIROMENTAL 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.
- D15.4 Serious and/or repeated defaults of this nature may be grounds for termination of the Contract.

D16. INSPECTION

- D16.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.
- D16.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

D17. TURNAROUND TIME AND REPLACEMENT OF BINS

- D17.1 When notified by a User, the Contractor shall arrange the pick-up of a bin to be within forty-eight (48) hours from notice, unless otherwise agreed upon by the User.
- D17.2 At 4R Winnipeg Depot Locations as identified in Table A in E1.1, when a bin is picked up, it must be replaced with an empty bin at that time. At no time shall these locations be without a bin.

D18. ORDERS

- D18.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D19. WEIGHTING OF TRUCKS

- D19.1 The Contractor shall determine net weights of material being picked up by weighing the trucks empty (tare weight) and full (gross weight) on a legal for trade Government Certified Scale.
- D19.2 Accumulation on individual axle weights to obtain either the tare or gross weight is not an acceptable method of weighing trucks.
- D19.3 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.
- D19.4 Tare weights must be printed on the material pick-up tickets for the goods being picked up for each request. This electronically printed tare weight shall accompany each pick-up made by the Contractor as the tare weight for subsequent loads hauled by that truck that day. A printed tare weight copy **shall** be left with the Contract Administrator or his/her designate when dropping of bin and picking them up at each site.

D19.5 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.

D19.6 The Contract Administrator or his/her designate will decide what procedure, if any, will be established to continue if the system is inoperative for a period of twenty-four (24) hours. The decision by the Contract Administrator or his/her designate is final.

D20. WEIGHTING OF BINS

D20.1 The Contractor shall determine net weights of material being picked up by weighing each pick-up bin empty (tare weight) and full (gross weight) on a legal for trade Government Certified Scale.

D20.2 The Contractor shall display the empty (tare weight) on the side of each bin and the date they were certified by Consumer & Corporate Affairs Canada.

D21. VERIFICATION OF WEIGHTS

D21.1 Further to C6, and other relevant clauses of the General Conditions, all products, which are paid for on a weight basis, shall be weighed on a scale certified by Consumer & Corporate Affairs Canada.

D21.2 All tare weigh tickets shall have the gross weight, the time and date of weighing printed by an approved electro/mechanical printer coupled to the scale.

D21.3 The tare weight and net weight may either be hand written or machine printed.

D21.4 All weights, scales, and procedures shall be subject to inspection and verification by the Contract Administrator. Such inspection and verification may include, but shall not be limited to:

- (a) checking Contractor's scales for Consumer & Corporate Affairs certification seals;
- (b) observing weighing procedures;
- (c) random checking of either gross or tare weights by having such trucks as the Contract Administrator shall select weighed at the nearest available certified scale; and/or
- (d) checking tare weights shown on delivery tickets against a current tare (not more than one month old) to be carried in all trucks delivering weight measured materials to City of Winnipeg projects.

D21.5 It shall be the Contractor's responsibility to obtain this tare weight ticket and keep it current. This tare weight ticket shall be obtained by weighing the truck or truck/trailer(s) combination on a certified scale and shall show:

- (a) which scale the truck was weighed on;
- (b) the mechanically-printed tare weight;
- (c) the license number(s) of the truck and trailer(s); and
- (d) the time and date of weighing.

D21.6 No charges shall apply to the City for any delays or loss of production caused by such inspection and verification. Arrangements for the use of independent scales shall be authorized by the Contract Administrator and shall be at no cost to the City.

D21.7 Computer generated printed batch weights accompanying the delivery tickets will be acceptable, subject to verification by the Contract Administrator.

D21.8 Any claims of residue must be verified by the Contract Administrator or designate before the bin leaves the premises.

D22. BRADY LANDFILL LOCATION

- D22.1 The removal of scrap metal at Brady Landfill location as identified in Table A in E1.1 shall be removed in either of two (2) ways:
- (a) Brady Landfill staff shall stockpile scrap metal and the Contractor shall reload and haul the scrap as necessary, or
 - (b) The Contractor's bin shall be filled by City staff, and then picked up, hauled away and the bin replaced as often as necessary by the Contractor.
- D22.2 Further to D22.1, if the Contractor prefers to choose D22.1(a) as a pickup choice, there shall be no additional charge to the City for the Contractor to load and haul the scrap metal. Stockpiling of scrap metal is for the convenience of the Contractor only.
- D22.3 Further to D22.1(a) and D22.1(b), it should be noted that scrap metal shall not be crushed by the City, and may include items such as domestic appliances.

D23. WINNIPEG POLICE SERVICES – 185 SMITH STREET LOCATION

- D23.1 The Contractor shall provide four (4) Gaylord Boxes instead of bins for this location only.
- (a) Gaylord Boxes will be approximately 4' wide x 5-6' tall.
 - (b) Gaylord Boxes will be replaced when full, and picked up by the Contractor.
 - (c) There shall be no charge to the City for the provision of Gaylord Boxes.

D24. RECORDS

- D24.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D24.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
 - (b) pick up date(s);
 - (c) payment date(s) and amount(s)
 - (d) the amount payable with GST and MRST shown as separate amounts;
 - (e) the Contractor's GST registration number;
 - (f) description and quantity of services provided;
 - (g) the Contractor shall provide scale tickets for the tare weight and loaded weight for each pickup; and
 - (h) each ticket shall be for weighing on the same day as the pickup.
- D24.3 The collection and removal of scrap metal shall be measured on a weight basis. The weight to be paid for shall be the total weight removed as calculated from scale tickets. The scale(s) must be registered for Business use with the Province of Manitoba.
- D24.4 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

D25. PAYMENT

- D25.1 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. Some City facilities are not able to process cash transactions and the City reserves the right to refuse payment in the form of cash.

- D25.2 The Contractor shall submit payments to the locations designated by the Contract Administrator within ten (10) Calendar Days of each pick up of goods.
- D25.3 Each payment must be accompanied by a written statement clearly indicating, at 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.
- D25.3.1 If the Contractor's accounting system is not able to comply with D25.3, an alternative arrangement **may** be accepted.

WARRANTY

D26. WARRANTY

- D26.1 Notwithstanding C12, Warranty does not apply to this Contract.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

TABLE A:

| | LOCATION | BINS REQUIRED |
|-----|--|--|
| 1. | Bridge Yard – 960 Thomas Avenue (Gate B) | 2 x 20 cu. yd. metal bins (1 each for heavy metal and aluminum) |
| 2. | Building Services Division – 752 McGee Street | 1 x 20 cu. yd. metal bin |
| 3. | Deacon Reservoir – Hwy PTH 207 | 1 x 20 cu. yd. metal bin |
| 4. | Fire & Paramedics Services – 2546 McPhillips Street | 1 x 12 cu. yd. metal bin |
| 5. | Fleet Management Agency – 195 Tecumseh Street | 1 x 20 cu. yd. metal bin (low back) |
| 6. | Fleet Management Agency – 215 Tecumseh Street | 1 x 20 cu. yd. metal bin (for heavy metal), and 1 x 8 cu. yd. (for aluminum) |
| 7. | Kilcona Park – 1229 Springfield Road | 1 x 20 cu. yd. metal bin |
| 8. | Public Works – 1220 Pacific Avenue | 1 x 20 cu. yd. metal bin |
| 9. | Public Works – 1277 Pacific Avenue | 1 x 20 cu. yd. metal bin |
| 10. | Public Works (Traffic Signals Division) – 821 Elgin Ave. | 3 x 20 cu. yd. metal bins (1 each for aluminum, copper and steel) |
| 11. | Transit – 421 Osborne Street | 2 x 20 cu. yd. metal bins (1 each for heavy metal and aluminum) (high backs) |
| 12. | Wastewater Services – 360 Phillips Street | 1 x 20 cu. yd. metal bin |
| 13. | Wastewater Services (North End Treatment Plant) – 2230 Main Street | 1 x 20 cu. yd. metal bin |
| 14. | Wastewater Services (South End Treatment Plant) – 100 Ed Spencer Drive | 1 x 20 cu. yd. metal bin |
| 15. | Water and Waste – 552 Plinguet Avenue | 3 x 12 cu. yd. metal bins |
| 16. | Water and Waste – 598 Plinguet Avenue | 1 x 20 cu. yd. metal bin (low back) |
| 17. | Water and Waste – 7740 Wilkes Avenue | 1 x 20 cu. yd. metal bin |

| | | |
|-----|---|---|
| 18. | Water and Waste – “Y” Yard at Van Bellingham & Dawson Road | 1 x 12 cu. yd. metal bin |
| 19. | Winnipeg Police Service 185 Smith Street | 4 Gaylord Boxes 4' wide x 5-6' tall See D23 |
| 20. | 4R Winnipeg Depot Brady Landfill Site | 1 x 50 cu. yd. metal bin |
| 21. | 4R Winnipeg Depot 1120 Pacific Avenue | 1 x 55 cu. yd. metal bin |
| 22. | 4R Winnipeg Depot 429 Panet Road *projected opening – 4 th Quarter, 2017 | 1 x 50 cu. yd. metal bin |
| 23. | 4R Winnipeg Depot Location: TBD *projected opening - TBD | 1 x 50 cu. yd. metal bin |

E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7.

E2. SERVICES

E2.1 The Contractor shall pick up and recycle scrap metals in accordance with the requirements hereinafter specified.

E2.2 Item No. 1 – Recycling of #1 Heavy Melt Steel (consumer) shall be heavy melt #1 steel - consumer.

E2.3 Item No. 2 – Recycling of Cast Iron (consumer) shall be heavy melt #1 cast iron - consumer.

E2.4 Item No. 3 – Recycling of Aluminum (dealer high) shall be aluminum, mixed low copper clips – dealer high.

E2.5 Item No. 4 – Recycling of #2 Insulated Copper shall be heavy copper including insulated copper wire – dealer high.

E2.6 Item No. 5 – Recycling of Yellow Heavy Brass (dealer high) shall be heavy yellow brass – dealer high.

E2.7 Item No. 6 – Recycling of Red Solid Brass (dealer high) shall be red solid brass – dealer high.

E2.8 Item No. 7 – Recycling of Dirty Brass (dealer high) shall be dirty brass from brass water meters - consumer.

E2.9 Item No. 8 – Recycling of Radiators (dealer high) shall be radiators from vehicles such as transit buses or various other vehicles (unsweated high).

E2.10 Item No. 9 – Recycling of Bus Shells (picked up by Contractor) shall be bus shells heavy melt #1.

- E2.11 Item No. 10 – Recycling of Bus Shells (delivered by the City to Contractor’s location) shall be bus shells heavy melt #1.
- E2.11.1 Notwithstanding B10.5 and for the convenience of the City, the City will occasionally deliver bus shells directly to the Contractor’s location.
- (a) If the City chooses to deliver Bus Shells directly to the Contractor’s location, the Contractor shall not incur any delivery charges for this method.
- E2.12 Item No. 11 – Recycling of Scrap General Metal/White Goods shall be heavy melt #1 white goods and/or general mixed shred.
- E2.13 Item No. 12 – Recycling of Undrained Batteries (Lead) (dealer high) shall be whole undrained batteries (lead).
- (a) Notwithstanding E2.13 Users may opt to recycle batteries by alternate method not covered under this Contract. Whereby the recycling of batteries is done by an alternate method, the Contractor shall have no claim against the City for exercising this option.