



**THE CITY OF WINNIPEG**

# **TENDER**

**TENDER NO. 97-2019**

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

## TABLE OF CONTENTS

### PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	4

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	1
B6. Substitutes	2
B7. Bid Submission	3
B8. Bid	3
B9. Prices	4
B10. Disclosure	4
B11. Conflict of Interest and Good Faith	5
B12. Qualification	6
B13. Opening of Bids and Release of Information	6
B14. Irrevocable Bid	7
B15. Withdrawal of Bids	7
B16. Evaluation of Bids	7
B17. Award of Contract	8

### PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Scope of Work	1
D3. Cooperative Purchase	1
D4. Definitions	2
D5. Contract Administrator	3
D6. Ownership of Information, Confidentiality and Non Disclosure	3
D7. Notices	3

#### Submissions

D8. Authority to Carry on Business	3
D9. Insurance	3

#### Schedule of Work

D10. Commencement	4
D11. Delivery	4
D12. Liquidated Damages	4

#### Control of Work

D13. Safety	5
D14. Employee Behaviour and Supervision	5
D15. Environmental Clean up	5
D16. Orders	6
D17. Records	6

#### Measurement and Payment

D18. Invoices	6
D19. Payment	7
D20. Payment Schedule	7
D21. Annual Review	7

**Warranty**

D22. Warranty	7
---------------	---

**PART E - SPECIFICATIONS**

**General**

E1. Applicable Specifications and Drawings	1
E2. Supply and Delivery of Front Load Containers	1
E3. Maintenance Services	2
E4. Recycling Depot Locations	2
E5. Paint	3
E6. On-site Maintenance of Front Load and Side Load Containers	3
E7. Off-Site Refurbishment of Front Load and Side Load Containers	5
E8. Supply and Delivery of Parts for Recycling Depot Side Load Containers	6
E9. Extra Work	6

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

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

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, May 8, 2019.

### **B3. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Tender, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.

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

B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B4. CONFIDENTIALITY**

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

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

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

### **B5. ADDENDA**

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

B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B5.3 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

- B5.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D5.

## **B6. SUBSTITUTES**

- B6.1 The Work is based on the Plant, Materials and methods specified in the Tender.
- 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 five (5) 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 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 proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance;
  - (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 proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his 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 Total Bid Price upon the specified item but may

also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B16.

- B6.9 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.

## **B7. BID SUBMISSION**

- B7.1 The Bid shall consist of the following components:

- (a) Form A: Bid;
- (b) Form B: Prices.

- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.

- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.

- B7.4 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.

- B7.5 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Tender number and the Bidder's name and address, and shall be submitted to:

The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

- B7.5.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Tender number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.

- B7.6 If the Bid is submitted by facsimile transmission, it shall be submitted to 204 949-1178.

- B7.6.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time or guarantee the successful receipt of a faxed Bid Submission.

- B7.7 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.

- B7.8 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B16.1(a).

- B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

## **B8. BID**

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

- B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, his 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 own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B8.4 Paragraph 12 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 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 own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

## **B9. PRICES**

B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 Notwithstanding C10.1.3, 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.

B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B10. DISCLOSURE**

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

B10.2 The Persons are:

- (a) N/A

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

- B11.1** Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B11.2** Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:
- (a) other commitments;
  - (b) relationships;
  - (c) financial interests; or
  - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
  - (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Tender process or the Work; or
  - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.
- B11.3** In connection with its Bid, each entity identified in B11.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
  - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
  - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B11.4** Without limiting B11.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B11.5** Without limiting B11.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
  - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
  - (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B11.4 to avoid or mitigate a Conflict of Interest; and



- (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B11.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B12. QUALIFICATION**

B12.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B12.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B12.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).

B12.4 The Bidder shall 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.

B12.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

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

B13.1 Bids will not be opened publicly.

B13.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Price (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B13.3 After award of Contract, the name(s) of the successful Bidder(s), their address(es) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

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

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

#### **B14. IRREVOCABLE BID**

B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Bid.

B14.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly executed and the contract security furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Bid.

#### **B15. WITHDRAWAL OF BIDS**

B15.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B15.1.1 Notwithstanding C21.6, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B15.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 12 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B15.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Bid until after the Submission Deadline has elapsed;
- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 12 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Bid withdrawn.

B15.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B14.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

#### **B16. EVALUATION OF BIDS**

B16.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
- (c) Total Bid Price ;
- (d) economic analysis of any approved alternative pursuant to B6.

B16.2 Further to B16.1(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.

- B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he/she is qualified.
- B16.4 Further to B16.1(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.
- B16.4.1 Further to B16.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B16.5 This Contract will be awarded as a whole.

## **B17. AWARD OF CONTRACT**

- B17.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B17.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.
- B17.2.1 Without limiting the generality of B17.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Bid is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B17.3 Where an award of Contract is made by the City, the award shall be made to qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B16.
- B17.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B17.4 Notwithstanding C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B17.5 The Contract Documents, as defined in C1.1(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 Combined Provision of Goods and Services* (2019-01-15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Combined Provision of Goods and 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](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix "**C**" designates a section, clause or subclause in the *General Conditions for the Combined Provision of Goods and Services*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

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

#### **D2. SCOPE OF WORK**

D2.1 The Work to be done under the Contract shall consist of the supply, delivery, maintenance and refurbishment of Front Load Containers and Side Load Containers for the period from August 1, 2019 until July 31, 2024, 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 ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

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

D2.2 The major components of the Work are as follows:

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

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

D2.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

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

D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

#### **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) kilometers beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.
- D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods and/or 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 Tender:

- (a) **“Bumper Pads”** means a 10 gauge steel plate that protects the front of the Front Load Container from damage when being serviced;
- (b) **“Front Load Container”** means a container of steel construction with volume from 2 cubic yards (1.5 cubic meters) to 8 cubic yards (6 cubic meters), collected using an automated front-end loading commercial bin truck. Containers have two fork pockets on either side of the container to unload the container;
- (c) **“Off-Site Maintenance”** means removing the existing Front Load and Side Load Containers from various sites and transport to the contractor’s maintenance facility. The Front Load and Side Load Containers will be emptied by the City prior to pick up. After restoration, the Contractor will return the Front Load and Side Load Container to its original location, or to a location at one of the other Recycling Depots designated by the Contract Administrator. Maintenance includes Refurbishment of the Front Load and Side Load Containers and retrofit of Side Load Containers;
- (d) **“On-Site Maintenance”** means maintenance accomplished where the Front Load or Side Load Container is located. Maintenance includes graffiti removal, decal replacement, removal, relocation, and lid and rod repair;
- (e) **“Recycling Depot”** means an area used for the collection, sorting, and temporary storage of discarded materials which are taken elsewhere to be recycled;
- (f) **“Refurbishment”** means the major repair of being restored to its former good condition;
- (g) **“Side Load Container”** means a container of steel construction with a volume of six hundred (600) U.S. gallons, collected using an automated side loading commercial bin truck. Commonly known as EMCO containers;
- (h) **“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:

Allan Abraham C.E.T.  
Technologist – Waste Diversion  
Telephone No. 204 391-7881  
Email Address. aabraham@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. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

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

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

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

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

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

## **D7. NOTICES**

D7.1 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer.

## **SUBMISSIONS**

### **D8. AUTHORITY TO CARRY ON BUSINESS**

D8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

### **D9. INSURANCE**

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

- (a) commercial general liability insurance, in the amount of at least 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, contractual liability, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance

of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.

- D9.2 Deductibles shall be borne by the Contractor.
- D9.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4 for the return of the executed Contract.
- D9.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D9.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

## **SCHEDULE OF WORK**

### **D10. COMMENCEMENT**

- D10.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D10.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i)evidence of authority to carry on business specified in D8;
    - (ii)evidence of the workers compensation coverage specified in C6.14;
    - (iii)evidence of the insurance specified in D9.
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

### **D11. DELIVERY**

- D11.1 Goods shall be delivered on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to various locations within the City.
- D11.1.1 Goods shall be delivered within five (5) Calendar Day(s) of the placing of an order.
- D11.2 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least one (1) Business Days before delivery.
- D11.3 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.
- D11.4 The Contractor shall off-load goods as directed by the Contract Administrator or his/her designate at the delivery location.

### **D12. LIQUIDATED DAMAGES**

- D12.1 If the Contractor fails to achieve delivery of the goods within the time specified in D11 and/or complete the Work within the time specified in E7.3, the Contractor shall pay the City four-hundred dollars (\$400.00) per Calendar Day for each and every Calendar Day until the goods have been delivered.
- D12.2 The amount specified for liquidated damages in D12.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve delivery by the day fixed herein for same.



D12.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **CONTROL OF WORK**

### **D13. SAFETY**

D13.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

D13.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.

D13.3 The Contractor shall do whatever is necessary to ensure that:

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

### **D14. EMPLOYEE BEHAVIOUR AND SUPERVISION**

D14.1 The Contractor shall provide adequate supervision of its employees and shall ensure that all such employees conduct themselves in an appropriate manner and shall without limitation ensure that employees:

- (a) behave in a courteous and polite manner (no profanity or excess noise) to City staff and other personnel;
- (b) do not smoke while conducting City business;
- (c) obey all posted safety rules;
- (d) use their own radio(s) or telephones or cellular telephones necessary for onsite communication; and
- (e) when employees are in the facility, that it is kept secure from entry by unauthorized persons.
- (f) The Contractor and his employees are prohibited from entering the premises of any location other than to perform the Work of this Contract unless accompanied by plant staff. The Contractor or his personnel will not be allowed to operate equipment other than described in this Contract. No one other than the Contractor and his driver or helper shall be allowed on the City of Winnipeg owned property.

### **D15. ENVIRONMENTAL CLEAN UP**

D15.1 The Contractor is responsible for the immediate cleanup of **any** spillage or leakage of material from a container, including but not limited to, any spillage or leakage which occurs during the transporting of materials, which the City has not caused.

D15.2 The material must be cleaned up, picked up, moved or otherwise remediated within three (3) hours of becoming aware of the spillage/leakage or a request from the Contract Administrator pursuant to this D15.3, whichever is sooner.

D15.3 In the event that the Contractor does not comply with D15.1 and D15.2 the Contractor will be considered in default of the Contract and the City may clean up, pick up, move or otherwise remediate the material and all costs in this regard will be charged to the Contractor and deducted from his payment.

- (a) Serious and/or repeated defaults of this nature may be grounds for termination of the Contract.

## **D16. ORDERS**

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

## **D17. RECORDS**

D17.1 The Contractor shall keep detailed records of the goods supplied under the Contract.

D17.2 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.

D17.3 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**

### **D18. INVOICES**

D18.1 Further to C10, the Contractor shall submit an invoice for each portion of work performed to:

The City of Winnipeg  
Solid Waste Services Division  
1120 Waverley Street  
Winnipeg MB R3T 0P4

ATTN: Mr. Allan Abraham  
Email: [aabraham@winnipeg.ca](mailto:aabraham@winnipeg.ca)

D18.2 Invoices must clearly indicate, as a minimum:

- (a) month work was completed;
- (b) date invoice is submitted;
- (c) the City's purchase order number;
- (d) date of each delivery or service;
- (e) address of each delivery of service;
- (f) type and quantity of goods delivered and separated into the following categories and clearly indicated:
  - (i) Garbage Supply and Delivery
  - (ii) Garbage Maintenance and Refurbishment
  - (iii) Recycling Supply and Delivery
  - (iv) Recycling Maintenance and Refurbishment
- (g) description and quality of the work performed;
- (h) the amount payable with GST and MRST shown as separate amounts; and

(i) the Contractor's GST registration number.

D18.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D18.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B7.**

## **D19. PAYMENT**

D19.1 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

## **D20. PAYMENT SCHEDULE**

D20.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

## **D21. ANNUAL REVIEW**

D21.1 The unit prices specified on Form B: Prices will be adjusted on July 31, 2020, and once per year on each subsequent annual anniversary date thereafter, based on the percentage increase or decrease in the unit prices for the Contract year, based on the percentage change on the indices found on the Statistics Canada Reference Tables as follows:

50% of percentage change in Index "A", plus 20% change in Index "B", plus 15% change in Index "C".

D21.2 Indexes "A", "B", and "C" are as follows:

D21.2.1 Index "A"

(a) All-items Consumer Price Index for the City of Winnipeg (Statistics Canada Reference Table 326-0020).

D21.2.2 Index "B"

(a) Monthly Diesel Fuel Price Index Manitoba Infrastructure and Transportation Based on the OPIS Fuel index or;

D21.2.3 Index "C"

(a) Average hourly earnings – employees paid by the hour in Truck Transportation for the Province of Manitoba (Statistics Canada Reference Table 281-0029).

D21.3 Indexes "A" and "C" will be those prepared by Statistics Canada. Index "B" D21.2.2(a) will be prepared by Manitoba Infrastructure and Transportation. As some of the indexes are not available from Statistics Canada and Manitoba Infrastructure and Transportation until sometime after the adjustment date, the amount of adjustment will be retroactive to the adjustment date.

D21.4 The maximum annual adjustment shall not exceed a 5% increase or decrease.

## **WARRANTY**

### **D22. WARRANTY**

D22.1 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>Drawing No.</u>	<u>Drawing Name/Title</u>
SWD-D-413	Side Load Container Dimensions

E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.

#### E2. SUPPLY AND DELIVERY OF FRONT LOAD CONTAINERS

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

Nominal Capacity	Nominal Dimensions (Width x Depth x Height & Height in Front)	Lid	Colour	
			Garbage	Recycling
2 Cubic Yard Tub	71" x 36" x 36"	31" x 34"	See Specification Reference E5	
3 Cubic Yard Slant	71" x 42" x 48" & 45"	36" x 47"		
4 Cubic Yard Slant	71" x 52" x 56" & 47"	36" x 47"		
6 Cubic Yard Slant	71" x 71" x 62" & 48"	36" x 58"		
8 Cubic Yard Slant	71" x 84" x 74" & 48"	36" x 58"		

- (a) All Front Load Containers shall be made with 10 gauge steel floors and 12 gauge steel sides;
- (b) Fork Pockets shall be 3/16" gauge steel;
- (c) Bumper Pads shall be 10 gauge steel;
- (d) Plastic Lids shall be black and made from polyethylene plastic;
- (e) Plastic lids shall be Westland Product No. RBL3156.

E2.2 All Front Load Containers requiring wheels shall have phenolic castor wheels and a hardware kit that includes:

- (a) four (4) – 120 millimetre (6") diameter x 50 millimetre (2") width phenolic castor wheels;
- (b) all necessary mounting brackets, fasteners and hardware to secure wheels to container to prevent damage during normal service;

E2.2.1 Further to E2.2, wheels shall be available with locking brakes and without locking brakes.

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

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

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

- E2.5.1 Further to E2.5, serial numbers for garbage Front Load Containers shall start with COW-G-XXXX
- E2.5.2 Further to E2.5, serial numbers for recycling Front Load Containers shall start with COW-R-XXXX
- E2.6 The Contractor shall place the respective decals on the new Front Load Containers as indicated in E6.6.
- E2.7 The Contract Administrator reserves the right to authorize any repairs, refurbishments and distribution of any pre-existing available inventory of Front Load and Side Load Containers prior to the manufacturing, supply and delivery of any new bins by the Contractor.

### **E3. MAINTENANCE SERVICES**

- E3.1 The Contractor shall maintain all Front Load Containers acquired in this Contract as well as all existing City of Winnipeg owned Front Load and Side Load Containers.
- E3.2 The Contractor shall perform On-Site Maintenance and Off-Site Refurbishment of the Front Load and Side Load Containers in accordance with the requirements hereinafter specified.
- E3.3 Unless authorized by the Contract Administrator, Work shall be performed in a continuous manner until complete, without interruption.
- E3.4 The Contractor must inspect each Front Load and Side Load Container for integrity prior to performing any restoration work. The Contractor must notify the Contract Administrator should any Front Load and Side Load Container, in the opinion of the Contractor, is unusable, or the proposed restoration costs are prohibitive.
- E3.5 Substitutions shall not be allowed unless approval has been granted by the Contract Administrator.
- E3.6 The Contractor shall not perform any maintenance unless authorized by the Contract Administrator.
- E3.7 The Contractor will perform repairs to Front Load and Side Load Containers prior to painting.
- E3.8 Repairs include, but are not limited to, welding repair, lid and rod repair/replacement and refurbishment.
- E3.9 The Contract Administrator shall inspect all repairs made to the Front Load and Side Load Containers immediately after restoration to ensure that the repairs meet specifications. Any repairs, which do not meet the approval of the Contract Administrator, shall be redone at the Contractor's expense.
- E3.10 The Contractor is responsible for all site and traffic control during loading and unloading processes.
- E3.11 Suitable care should be taken at all locations as not to damage the surrounding surfaces, especially asphalt, while relocating/transporting the Front Load and Side Load Containers.

### **E4. RECYCLING DEPOT LOCATIONS**

- E4.1 The site locations of the Recycling Depots are as follows:
  - (i) St. James Civic Centre 2055 Ness Avenue
  - (ii) Pan-Am (Pool) Poseidon Bay at Taylor Avenue
  - (iii) Waverley (Public Works Yard) 1539 Waverley Street
  - (iv) Magnus Eliason Recreation Center 430 Langside Street
  - (v) Brady 4R Winnipeg Depot 1777 Brady Road
  - (vi) Pacific 4R Winnipeg Depot 1120 Pacific Avenue

(vii) Panet 4R Winnipeg Depot 429 Panet Road

E4.2 The Recycling Depots listed in E4.1 are operational as of the date that this Contract was posted. The City reserves the right to add or delete Recycling Depots within the boundaries of the City at any time as required during the term of the Contract.

## **E5. PAINT**

E5.1 The Contractor is responsible to supply Anti-Corrosive Primer and Polyurethane Self-Priming Urethane paint. The Contractor shall use the following General Paint Corp. products:

- (a) Primer: Anti-Corrosive Primer Grey - #06160;
- (b) Paint: Self-Prime Urethane Enamel Paint - #16052;
- (c) Colour:
  - (i) **“Recycle Blue”** shall be used for all Recycling Front Load and Side Load Containers
  - (ii) **“Garbage Grey”** shall be used for all Garbage Front Load Containers

## **E6. ON-SITE MAINTENANCE OF FRONT LOAD AND SIDE LOAD CONTAINERS**

E6.1 The Contractor shall not perform any On-Site Maintenance unless authorized by the Contract Administrator.

E6.2 The Contractor shall supply, repair and install parts as required by the Contract Administrator for On-Site Maintenance.

E6.3 Welding Repairs:

E6.3.1 Prior to any welding repair, the Contractor shall ensure the area is free of contaminants and paint. Old welds shall be ground off with an angle grinder in order to expose clean, bare metal. The Contractor must ensure that all new welds are continuous for the length of each joint. All welds shall be free of cracks and overlap. Each weld must be smooth and flush by filing and/or grinding.

E6.3.2 All spot weld areas must be primed and painted with correct paint colour.

E6.3.3 The Contractor will grind any rough edges or existing rough welds on all surfaces of all Front Load and Side Load Containers.

E6.4 Lid, Lid Rod and Lid Locking Bar Replacement/Repair:

E6.4.1 One unit of a lid replacement shall be two (2) halves.

E6.4.2 The Contractor will inspect plastic lids and will notify the Contract Administrator should any lids, in the opinion of the Contractor, be unsuitable for reuse. The Contractor shall supply and install all new lids for Front Load and Side Load Containers unless otherwise directed by the Contract Administrator.

E6.4.3 Any hinge support brackets that are bent must be realigned, any lid hinge support brackets that are missing or broken must be replaced.

E6.4.4 The Contractor shall straighten any misaligned lids. This includes the straightening or replacement of the lid hinge support brackets, hinge rods and springs.

E6.4.5 The lid locking bar for Side Load Containers must be removed, sandblasted and painted with Anti-Corrosive Primer (E5.1(a)). The Contractor may use a black, rust-resistance paint of their choice for final coat.

E6.4.6 The lid locking bar for the Side Load Containers must be secured to both lids using the appropriate size stainless steel bolts. Any missing Bars are to be supplied by the Contractor and must be replaced. Prior to painting, the Contractor must ensure that the Side Load Container's Lid Locking Mechanism is in proper working condition.

- E6.4.7 As directed by the Contract Administrator, damaged metal lids on Front Load and Side Load Containers shall be replaced with plastic lids.
- E6.5 Lift Arm and Fork Pocket Repair/Replacement:
- E6.5.1 Repairs to Side Load Container lift arms shall include, but not limited to:
- (a) Any bent lift arms must be straightened.
  - (b) All arms are to be reattached with similar size bolts as specified in E6.5.3.
  - (c) Missing bolts are to be replaced with similar size, stainless steel bolts as specified in E6.5.3.
  - (d) Existing and new Lift Arms must be primed and painted on all sides as specified in E5.1(a).
- E6.5.2 The Contractor must notify the Contract Administrator should any Lift Arms or Fork Pockets, in the opinion of the Contractor, be unusable. The Contractor shall replace any unusable Lifts Arms or Fork Pockets with new Lift Arms or Fork Pockets.
- E6.5.3 Threaded fasteners (bolts) shall be fabricated from stainless steel and conform to ASTM F593/F594 -Type 304.
- E6.6 Painting and Decal Placement:
- E6.6.1 Prior to painting On-Site, the Contractor shall ensure the area to be painted is properly cleaned and prepared for painting.
- E6.6.2 On-site painting of all exposed metal surfaces and graffiti removal shall have one (1) coat of Anti-Corrosive Primer (E5.1(a)) applied and two (2) coats of Self-Priming Urethane Enamel Paint (E5.1(b)) applied.
- E6.6.3 The Contractor must affix self-adhesive, vinyl labels (supplied by the City) to the Front Load and Side Load Containers as noted below:
- (a) On the front panel of each Side Load Container:
  - (b) One large label (approximately 92cm x 56cm) and one small label (approximately 55cm x22cm) will be affixed to the Side Load Containers
- E6.6.4 On the front panel of each Front Load Container:
- (a) One label (approximately 27.5cm x 22.5 cm) will be affixed to the front or side of the Garbage or Recycling Front Load Containers.
- E6.6.5 All labels must be positioned in a horizontal manner, with top corners equal distance from the top bar of the Container. All Container labels must be applied in such manner that the applied label is free of air bubbles, creases, rips or tears.
- E6.6.6 There are a limited number of container labels therefore care must be taken when affixing labels so as not to destroy any labels.
- E6.6.7 From time to time the Contract Administrator will request the application of small decal on the containers for advertising purposes. The cost of the application will be incidental to this Contract.
- E6.7 Wheel Replacement:
- E6.7.1 The Contractor shall inspect Front Load Containers with phenolic castor wheels and will notify Contract Administrator should any wheels in the opinion of the Contractor be unsuitable.
- E6.7.2 All bent or broken wheels shall be replaced with new wheels and hardware as specified in E2.2.

## **E7. OFF-SITE REFURBISHMENT OF FRONT LOAD AND SIDE LOAD CONTAINERS**

- E7.1 The Contractor will remove the Front Load and Side Load Containers from their locations and transport to the Contractor's maintenance shop. After off-site refurbishments are completed, the Contractor will return the Front Load and Side Load Containers back to the original location(s), or to a location(s) designated by the Contract Administrator. The Contractor shall be compensated by the City for this service as per Item 16 and 17, Form B: Prices.
- E7.2 The Contractor is responsible for the disposal of any contents of the Front Load and Side Load Containers that are present immediately prior to any repairs or refurbishments.
- E7.3 Off-Site repairs shall be completed within five (5) Calendar Days. The off-site repair will be considered complete when the container is returned to its original location, or to a location designated by the Contract Administrator.
- E7.4 Due to recycling service commitments at the Recycling Depots, the Contractor may only remove four (4) Side Load Containers at one time from each Recycling Depot location.
- E7.5 The Contractor is responsible for all site and traffic control during the loading and unloading process.
- E7.6 The Contractor will perform repair/refurbishment to existing Front Load and Side Load Containers prior to painting. Repairs include, but not limited to:
- (a) welding repair as described in E6.3;
  - (b) lid, lid rod and lid locking bar repair/replacement as described in E6.4;
  - (c) lift arm and fork pocket repair/replacement as described in E6.5;
  - (d) any material, labour not herein specifically mentioned or included, but which may be required to complete the refurbishment of the Front Load and Side Load Containers, shall be furnished by the Contractor.
- E7.7 The Contractor shall remove all Front Load and Side Load Container lids before restorations to the Containers are performed.
- E7.8 The Contractor shall notify the Contract Administrator should any lift arms or fork pockets, in the opinion of the Contractor, be unusable. The Contractor shall replace any unusable lift arms or fork pockets with new lift arms or fork pockets.
- E7.9 Further to E6.5, the Contractor shall remove the lift arms on the Side Load Containers prior to off-site repair/refurbishment and painting.
- E7.10 The Contractor shall sandblast all the exterior steel surfaces and parts of all Front Load and Side Load Containers to completely remove the old paint.
- E7.11 The Contractor shall ensure all surfaces shall be properly cleaned and prepared prior to painting. Painting shall be performed in an atmosphere controlled spray booth.
- E7.12 Further to E5, off-site painting of all exposed metal surfaces on the exterior of the Front Load and Side Load Containers, new steel trim, lift arms and fork pockets must be coated with primer paint.
- E7.13 The exterior of the Container shall have one (1) coat of Anti-Corrosive Primer (E5.1(a)) applied and two (2) coats of Self-Priming Urethane Enamel Paint(E5.1(b)) applied. The total dry thickness shall be a minimum of four (4) millimetres.
- E7.14 The Contractor shall place the respective decals on the newly refurbished Front Load and Side Load Containers as indicated in E6.6.3.
- E7.15 Further to E7.5, the City may require the relocation Front Load and/or Side Load Containers on occasion.



E7.15.1 The relocation may require moving Front Load and/or Side Load Container(s) to and from a location within city limits, including to a designated storage location within city limits. The Contract Administrator will direct the Contractor when and where to relocate Front Load and Side Load Containers.

**E8. SUPPLY AND DELIVERY OF PARTS FOR RECYCLING DEPOT SIDE LOAD CONTAINERS**

E8.1 The Contractor shall prepare and deliver all parts including but not limited to; Lids, Lid Rods and Lid Locking Bars as authorized by the Contract Administrator. These parts will be for the use of City employees to perform any on-site maintenance to the Recycling Depot Side Load Containers as required.

**E9. EXTRA WORK**

E9.1 Under this contract Extra Work includes special work not already included, to be provided on a pre-negotiated, agreed upon hourly basis, which may include but not be limited to dent repair, container content disposal or other remedial work. The Contractor, under direction from the Contract Administrator, shall perform the hourly rate work to be completed within five (5) Calendar Days or otherwise directed by the Contract Administrator.