



**THE CITY OF WINNIPEG**

# **TENDER**

**TENDER NO. 99-2020**

**SUPPLY AND DELIVERY OF CONCRETE**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SUPPLY AND DELIVERY OF CONCRETE

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 12, 2020.
- B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. ENQUIRIES**

- B3.1 All enquiries shall be directed to the Contract Administrator identified in 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 8 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 materials, equipment, methods and products 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 seven (7) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.

- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B16.
- B6.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

**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(b), the Bidder shall provide the batch plant address and indicate if a Dry or Wet Batch Plant will be used to produce concrete at the given location. Bidder can list more than one (1) Batch Plant location.
- B7.3 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.4 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.
- B7.5 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.6 If the Bid Submission 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
- B7.6.1 Samples or other components of the Bid Submission 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.
- B7.7 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204- 949-1178.
- B7.7.1 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.
- B7.8 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.9 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).
- B7.10 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/her own name, his/her name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a 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 11 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;
  - (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: 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 Prices on Form B: Prices shall include:
- (a) duty;
  - (b) freight and cartage;
  - (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
  - (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.
- 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.

## **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 <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

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;
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) be certified as a Manitoba Ready Mix Concrete Association's "Certification of Ready Mixed Concrete Production Facilities"; and
- (e) have concrete transit mixers.

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 bid prices (unevaluated, and pending review and verification of conformance with requirements or evaluated prices) 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 9 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 for the time period specified in Paragraph 9 of Form A: Bid.

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

B15.1 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.

B15.1.1 Notwithstanding C21, 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 11 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 11 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/her Bid after the Submission Deadline but before his/her 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) Evaluated Bid Price;
- (d) Delivery Adjustment;
- (e) Dry Batch Cost Adjustment;
- (f) economic analysis of any approved alternative pursuant to B6; and
- (g) costs to the City of administering multiple contracts.

B16.2 Further to B16.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any 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/her Bid or in other information required to be submitted, that he/she is qualified.

B16.4 Further to B16.1(b), the Evaluated Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices, plus the Delivery Adjustment, and the Dry Batch Cost Adjustment, if applicable.

B16.5 Further to B16.1(d) The Delivery Adjustment will be calculated as follows:

$$\text{Delivery Adjustment} = \text{Travel Time} \times \text{Delivery Runs} \times \text{Travel Rate};$$

Where:

- (a) **Travel Time** is the time of a round trip from the Bidder's concrete batch plant and each of the Public Works Streets Maintenance Destination Points. The Travel Time will be calculated by dividing the shortest round trip distance by an average transit mixer speed of fifty (50) km/h.
  - (i) Destination Points are calculated centroids of each Public Works Streets Maintenance Areas, as determined by the Contract Administrator using the City's current geographic information system. The paved street inventory and density in each maintenance area is used to calculate the centroids location. The centroid of each maintenance area are located as follows:
    - ◆ North Area – the intersection of McPhillips Street and Logan Avenue;
    - ◆ East Area – the intersection of St. Mary's Road and Tache Avenue;
    - ◆ South Area – the intersection of Waverley Street and Chevrier Boulevard.
- (b) **Delivery Runs** is the number of round trips to each maintenance area based on historical data collected by the City. The estimated number of round trips per maintenance area, based on historical data by the City, are as follows:
  - (i) North Area (900 round trips);
  - (ii) East Area (600 round trips);

(iii) South Area (500 round trips).

(c) **Travel Rate** is the hourly rate for a City of Winnipeg transit mixer with operator. The Travel Rate for a City of Winnipeg transit mixer will be evaluated at ninety dollars (\$90.00) per hour.

B16.6 Further to B16.1(e) The Dry Batch Cost Adjustment will be applied for mixing and additional operating costs should the Bidder indicate that a Dry Batch Plant will be the primary type of plant used to supply concrete. The Dry Batch Cost Adjustment has been calculated to be seventy five thousand dollars (\$ 75,000.00) for loads delivered by the City transit mixers based on two thousand (2000) loads, the hourly transit mixer cost and the typical mixing time.

B16.7 Further to B16.5(a)(i), the Contract Administrator will provide, upon request by the Bidder, the round trip distance used to evaluate the Delivery Adjustment.

## **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 The City intends to award multiple Contracts.

B17.3.1 Where an award of Contract is made by the City, the award shall be made to the three (3) responsible and qualified Bidders submitting the lowest evaluated responsive Bids, in accordance with B16.

B17.3.2 Orders will be placed based on lowest Evaluated Bid Price and ability to fulfill request at time of order.

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 Supply of Goods* (Revision 2019-01-15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](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 Supply of Goods*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

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

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

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

D2.1 The Work to be done under the Contract shall consist of supply and delivery of concrete for the period from May 1<sup>st</sup> 2020 until April 30<sup>th</sup>, 2021 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 May 1<sup>st</sup> 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 of approximately nine thousand seven hundred eighty (9780 m<sup>3</sup>) cubic metres of Concrete of various types of specified mix designs:

(i) Approximate total weekday volume; nine thousand two hundred eighty (9280 m<sup>3</sup>) cubic metres;

(ii) Approximate total weekend volume; five hundred (500 m<sup>3</sup>) cubic metres.

(b) Total delivery of approximately three thousand eight hundred (3800 m<sup>3</sup>) cubic metres of Concrete.

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

#### **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, 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 goods;
  - (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) "**CSA**" means the Canadian Standards Association.

#### **D5. CONTRACT ADMINISTRATOR**

- D5.1 The Contract Administrator is:  
Jean-Luc Lambert, M.Sc., P.Eng.  
Support Services Engineer  
Telephone No.: 204- 986-7087  
Email Address: jeanlambert@winnipeg.ca

#### **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, 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 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 C6.16;
  - (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. SURCHARGES**

D11.1 In addition to Concrete Delivery (bid Item 13 on Form B: Prices), delivery of concrete by the Contractor less than four (4) cubic meters are subject to under-load surcharges for individual



loads of 0.25 to 2.00 cubic metres (bid Item 14 on Form B: Prices) or for individual loads of 2.25 to 4.00 cubic metres (bid Item 15 on Form B: Prices).

- D11.2 Bid prices for delivery of concrete by the Contractor shall include one (1) hour for unloading from the time of arrival at the job site. For each 15 minute (0.25) hour interval or portion thereof in excess of one (1) hour, the Contractor will be paid standby time at the unit price bid in Item 18 on Form B: Prices.
- D11.3 The Contractor shall obtain approval for all applicable surcharges at the time the load is delivered from the City of Winnipeg's crew on a form acceptable to the Contract Administrator. A copy of the form shall be left with the City crew and a copy submitted to Contractor Administrator designate on a daily basis.
- D11.4 Bid prices for Winter Surcharge (bid Item 17 on Form B; Prices) shall include all additional costs of a winter operation and shall be in effect from November 1, 2020 to April 30, 2021 inclusive.
- D11.5 Bid price for Winter Operation (bid Item 16 on Form B: Prices) falling on a Saturday, Sunday or Statutory Holidays shall include all additional costs for operations and shall be in effect from November 1, 2020 to April 30, 2021 inclusive.
- D11.6 The Bid prices for the delivery of Concrete by the Contractor shall include the cost of multiple drop sites within five hundred (500) metres of the initial drop site. For each additional drop site beyond five hundred (500) metres of the initial drop site, the Contractor will be paid a surcharge for each extra site at the unit price bid in Item 19 on Form B: Prices.
- D11.7 No other surcharges other than those identified on Form B: Prices will be paid.

## **D12. PICKUP AND DELIVERY**

- D12.1 The City of Winnipeg will use a maximum of eight (8) transit mixers to pick up concrete daily. The daily requirement will range from none required to approximately four hundred (400 m<sup>3</sup>) cubic metres depending on job demand and weather. The City of Winnipeg will employ the transit mixers from May to October inclusive.
- D12.1.1 In the event of breakdowns to the City transit mixers, the City will have the right to utilize private rental transit mixers to supplement its fleet.
- D12.2 The Contractor shall provide dedicated loading of the City of Winnipeg transit mixers for the first (1st) round each day as follows:
- (a) Four (4) City of Winnipeg transit mixers loaded between 07:00 am to 07:30 am and a following four (4) City of Winnipeg transit mixers loaded by 07:30 am to 08:00 am each day.
- D12.3 The Contractor shall supply a minimum of four (4) transit mixers for delivery of concrete within twenty four (24) hours of being requested. The transit mixers are intended to complement the City of Winnipeg's transit mixers should the daily requirement exceed the capacity of the trucks supplied by the City, to deliver concrete to job sites on any days when the City of Winnipeg's transit mixers are not available or to deliver concrete during winter operations.
- D12.3.1 When a Contractor transit mixer is requested to complement the City transit mixer, it will be required for a minimum of eight (8) hours unless otherwise agreed upon at the time of the request. In the event of inclement weather resulting in cancellation of the work, the Contractor will be paid a four (4) hour minimum (at \$85.00 per hour) for any external or supplemental transit mixers that had been ordered specifically to supply the City of Winnipeg.
- D12.3.2 In the event the Contractor is not able to supply the requested number of transit mixers at the time of the request, the Contractor shall immediately notify the Contract Administrator. The Contract Administrator will then have the option of hiring other transit mixers for delivery of concrete. The Contractor shall be responsible for the costs associated with the

hiring of other transit mixers through the current City of Winnipeg Hired Hourly Equipment List.

D12.3.3 Delivery of concrete by the Contractor will be paid at the Bid price per cubic meter (bid Item No. 13 on Form B: Prices) plus the Concrete Delivery MRST Exempt Portion (bid Item No. 20 on Form B: Prices).

(a) The first eight dollars (\$8.00) of the delivery rate will be MRST exempt.

D12.3.4 The Contractor shall be responsible for all delivery of concrete from November 1 to the end of the Contract or as required by the Contract Administrator.

### **D13. ORDERS**

D13.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

### **D14. RECORDS**

D14.1 The Contractor shall keep detailed records of the goods supplied under the Contract.

D14.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) user name(s) and addresses;
- (b) Batch Date and Time;
- (c) Purchase Order;
- (d) Ticket Number;
- (e) Truck Number;
- (f) Delivered and Ordered Quantity;
- (g) Product Code and Description;
- (h) Type of Cement; and
- (i) Quantity Loaded.

D14.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

### **D15. PLANT TYPE AND CAPACITY**

D15.1 The Contractor's plant shall be of sufficient capacity so as to supply concrete for The City of Winnipeg orders at the rate of seventy-five (75 m<sup>3</sup>) cubic metres per hour on demand. The Contractor shall make provisions for a suitable, approved back-up plant, capable of supplying the specified mixes in the event of plant breakdown or reduced plant capacity.

D15.1.1 In the event of a plant shutdown, breakdown or reduced capacity that affects the supply of concrete for City use, the Contractor shall immediately arrange for, at his expense, an alternate approved supply of concrete to meet the requirements of the City until such time as the Contractor's plant becomes fully operational.

D15.1.2 The City will pay the Contractor at the bid unit price for the type of concrete supplied under this arrangement. The Contractor shall be responsible for all additional costs.

D15.1.3 In the event the Contractor fails to make the necessary arrangements for an alternate supply, the Contract Administrator will make the necessary arrangements and all costs including administration will be charged to Contractor.

### **D16. PLANT FACILITIES**

D16.1 The Contractor shall provide at no additional cost to the City the following facilities at the location of the plant for the duration of the Contract:

- (a) an area to dispose of surplus concrete returning from the job sites and end of day washout. (The handling and disposal of concrete from this area is the responsibility of the Contractor);
- (b) water supply to fill side tanks on mixers and for mixer drum washout;
- (c) access to the Contractor's mixer wash bay for the acid wash of City mixer exterior;
- (d) suitable dust control in the yard area;
- (e) a certified lab technician during City of Winnipeg hauling operations to perform air and slump tests at the plant site.

D16.2 The Contractor shall have all plant and site facility requirements in place five (5) Business Days prior to the start of the Contract.

D16.3 During daily operations, the Contractor shall provide City employees access to the yard by 07:00 hours until 21:00 hours or otherwise agreed to by Contract Administrator or Designate.

#### **D17. ACCEPTANCE OF CONCRETE**

D17.1 The Contractor shall ensure that the concrete meets all specification requirements including, but not limited to slump and air content, until the concrete has been inspected and/or tested at the job site. Should the concrete be found to not meet the specification requirements in its plastic state, the load will be returned to the Contractor's plant and unloaded. No payment will be made unless the load can be corrected in a manner acceptable to the City and then continue to meet the specifications.

D17.2 The payment of the invoice for a load of concrete does not constitute final acceptance of the load of concrete. The Contractor shall ensure that the concrete meets all applicable specifications in its hardened state including design strength, air void system and resistance to spalling. Should the concrete not meet these performance specifications for a period of one (1) year from the date of placement, the Contractor shall remedy the concrete to the satisfaction of the Contract Administrator at no additional cost to the City of Winnipeg.

#### **D18. HOURS OF OPERATIONS**

D18.1 The City of Winnipeg will normally require concrete to be supplied between:

- (a) 07:00 and 19:00 hours, Monday to Friday.
- (b) 07:00 and 13:00 hours, Saturday and Sunday.

D18.2 The City of Winnipeg will occasionally require concrete to be supplied between 07:00 and 19:00 hours, weekends and statutory holidays.

D18.3 The Contractor shall supply and deliver concrete outside of these hours on an "as-required" basis.

D18.4 Notwithstanding D18.1, D18.2, and D18.3, no premium will be paid for other than those allowed for winter operations.

#### **D19. CONCRETE ORDERS**

D19.1 The Contractor will be responsible for receiving City orders on an ongoing basis. The Contractor is responsible for producing a material ticket that includes the quantity and Type of concrete, location of delivery and City purchase order number.

D19.2 Upon receiving the City order, the Contractor's dispatcher will arrange for the loading and dispatching of City trucks in an orderly and timely manner. A copy of the material ticket shall be given to the delivery truck along with the Contractor's delivery ticket. The Contractor's ticket numbers must appear on the invoices.

- D19.2.1 The Contractor shall supply two (2) additional copies of delivery/material tickets – one (1) for the City Yard Designates and one (1) for the Contract Administrator.
- D19.2.2 The Contractor shall immediately provide the City Yard Designates with delivery/material tickets for any concrete delivered by the Contractor on weekends.
- D19.3 The Contract Administrator shall approve modifications to the dispatching method to accommodate situations associated.

## **D20. BATCH RECORDERS**

- D20.1 The Contractor's plant shall be equipped with a recording device that permanently records the quantity of all ingredients (aggregates, cementitious materials, water and admixtures), as described in the Manitoba Ready Mix Concrete Certification Check List B: 5 Recorders.
- D20.2 The Contractor shall keep recorded batch information for a period of one (1) year from the Date of completion of the Contract as per D2.1.
- D20.3 The Contractor shall supply the Contract Administrator, the recorded information regarding any batch within two (2) Business Days of the request being made.

## **MEASUREMENT AND PAYMENT**

### **D21. INVOICES**

- D21.1 Further to C10, the Contractor shall submit an invoice for each order delivered to:  
The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: 204- 949-0864  
Email: [CityWpgAP@winnipeg.ca](mailto:CityWpgAP@winnipeg.ca)
- D21.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
  - (b) date of delivery;
  - (c) delivery address;
  - (d) type and quantity of goods delivered;
  - (e) the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts; and
  - (f) the Contractor's GST registration number.
- D21.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D21.4 **Bid Submissions must not be submitted to the above facsimile numbers. Bids must be submitted in accordance with B7.**

### **D22. PAYMENT**

- D22.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D22.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

## **WARRANTY**

### **D23. WARRANTY**

D23.1 Warranty is as stated in C11.

## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Specification No.</u>	<u>Specification Title</u>
CSA A23.1:19	Concrete Materials and Methods of Concrete Construction

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. GOODS

E2.1 All concrete mix products supplied under this Contract shall be products approved for use in E3 at the time of closing of the Tender.

#### E3. APPROVED PRODUCTS

E3.1 Applicable Specification and Drawings

E3.2 These Specifications shall apply to the Work.

E3.3 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.

E3.3.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>

E3.3.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.

E3.3.3 Further to C2.4(d), Specifications included in the Tender shall govern over The City of Winnipeg Standard Construction Specifications.