



THE CITY OF WINNIPEG

TENDER

TENDER NO. 521-2022

PROVISION OF RECYCLING OF SCRAP METAL

TABLE OF CONTENTS

PART A - BID SUBMISSION

Form A: Bid/Proposal

Form B: Prices

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	2
B6. Addenda	2
B7. Substitutes	2
B8. Bid Submission	3
B9. Bid	3
B10. Prices	4
B11. Price Adjustments	5
B12. Disclosure	5
B13. Conflict of Interest and Good Faith	5
B14. Qualification	6
B15. Opening of Bids and Release of Information	7
B16. Irrevocable Bid	8
B17. Withdrawal of Bids	8
B18. Evaluation of Bids	8
B19. Award of Contract	9

PART C - GENERAL CONDITIONS

C0. General Conditions	1
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PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Cooperative Purchase	2
D4. Definitions	3
D5. Contract Administrator	3
D6. Contractor's Supervisor	3
D7. Notices	3
D8. Accessible Customer Service Requirements	4

Submissions

D9. Authority to Carry on Business	4
D10. Safe Work Plan	4
D11. Insurance	5

Control of Work

D12. Commencement	5
D13. COVID-19 Schedule Delays	5

Control of Work

D14. The Workplace Safety and Health Act (Manitoba) - Qualifications	6
D15. Safety	6
D16. Employee Behaviour and Supervision	6
D17. Environmental Clean Up	7
D18. Inspection	7
D19. Turnaround Time and Replacement of Bins	7
D20. Weighting of Trucks	7
D21. Weighting of Bins	8

D22. Verification of Weights	8
D23. Brady Landfill Location	9
D24. Winnipeg Police Service – 185 Smith Street Location	9
D25. Deficiencies	9
D26. Orders	10
D27. Records	10
Measurement and Payment	
D28. Payment	10
Warranty	
D29. Warranty	11
Dispute Resolution	
D30. Dispute Resolution	11
Third Party Agreements	
D31. Funding and/or Contribution Agreement Obligations	12
PART E - SPECIFICATIONS	
General	
E1. Applicable Specifications and Drawings	1
E2. Services	3

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF RECYCLING OF SCRAP METAL

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, October 21, 2022.

B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

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

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

B3.3 The Bidder is responsible for determining:

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

B4. ENQUIRIES

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

B4.2 If the Bidder finds errors, discrepancies or omissions in the 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.

B4.3 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.

B4.4 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.

B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B4.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support

Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

- B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Bidder before receipt hereof; or
 - (b) becomes publicly known other than through the Bidder; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Tender to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.3 Addenda will be available on the MERX website at www.merx.com.
- B6.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D5.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Tender.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;

- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the 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.

B7.5 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.

B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.

B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.

B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.

B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his 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 B18.

B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. BID SUBMISSION

B8.1 The Bid shall consist of the following components:

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

B8.2 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.

B8.3 The Bid shall be submitted electronically through MERX at www.merx.com.

B8.3.1 Bids will **only** be accepted electronically through MERX.

B8.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B18.1(a).

B9. BID

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

B9.2 Paragraph 2 of Form A: Bid/Proposal 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.

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

B9.3 In Paragraph 3 of Form A: Bid/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B9.4 Paragraph 13 of Form A: Bid/Proposal 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;
- (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.

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

B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B10. PRICES

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

B10.1.1 The Percentage of Commodity Index (Column C) shall be the Contractor's quoted price that he shall pay to the City of Winnipeg based on the Index Price and the Commodity Exchange quoted in Column B for each item of the Work identified on Form B: Prices.

B10.1.2 The Commodity Index shall be an independently published economic indicator that relates to the commodity for each item.

B10.1.3 Notwithstanding C12.2.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B10.2 The frequency of price adjustments shall be one (1) per calendar month defined in B11.

B10.3 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B10.4 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B10.5 The Contractor shall be responsible for all costs associated with the pick-up and removal of all items covered under this Contract. For the convenience of the Bidder, attention to D23.3 should be noted.

B10.6 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. PRICE ADJUSTMENTS

B11.1 The Contractor shall be allowed to adjust his Index Price once per month, and pricing shall be based on the Index Price posted by the AMM for the current month, as posted on the 7th Business Day of each month.

(a) Not later than the 10th Business Day of every month, the Contractor shall provide to the Contract Administrator an updated Excel Spreadsheet with updated pricing that shall be used for the current month.

(i) Prior history shall be included on the spreadsheet.

(b) The Contractor shall also provide a pdf copy of the current AMM monthly to substantiate price adjustments.

B12. DISCLOSURE

B12.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B12.2 The Persons are:

(a) Industrial Metals – information regarding AMM rates, indices, and descriptions of line items as per settlement price September, 2022.

B13. CONFLICT OF INTEREST AND GOOD FAITH

B13.1 Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B13.2 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.

- B13.3 In connection with its Bid, each entity identified in B13.2 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.
- B13.4 Without limiting B13.3, 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.
- B13.5 Without limiting B13.3, 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 B13.4 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.
- B13.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B14. QUALIFICATION

- B14.1 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.
- B14.1.1 Notwithstanding B14.1(c) the Bidder shall take note and confirm that they are able to provide any equipment required at each City location **upon Award of Contract**, and as scheduled by Site Coordinators.
- B14.2 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>

- B14.3 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;
 - (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); and
 - (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B14.5 and D8).
- B14.4 Further to B14.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).
- B14.5 Further to B14.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B14.6 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.
- B14.7 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.

B15. OPENING OF BIDS AND RELEASE OF INFORMATION

- B15.1 Bids will not be opened publicly.
- B15.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.

- B15.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.
- B15.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B15.4.1 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.

B16. IRREVOCABLE BID

- B16.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B16.2 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 formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B17. WITHDRAWAL OF BIDS

- B17.1 A Bidder may withdraw his/her Bid without penalty at any time prior to the Submission Deadline.

B18. EVALUATION OF BIDS

- B18.1 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 B14 (pass/fail);
 - (c) Evaluated Bid Price ; and
 - (d) economic analysis of any approved alternative pursuant to B7.
- B18.2 Further to B18.1(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.
- B18.3 Further to B18.1(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.
- B18.4 Further to B18.1(c), the Total Bid Price shall be the sum of the approximate quantities multiplied by percentage of commodity index for each item shown on Form B: Prices.
- (a) **Formula:**
- Approximate Quantity (Column A) x Index Price (Column B) x Percentage of Commodity Index (Column C) = Extended Price (Column D).**
- B18.5 This Contract will be awarded as a whole.

B19. AWARD OF CONTRACT

- B19.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B19.2 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.
- B19.2.1 Without limiting the generality of B19.2, 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.
- B19.3 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the most advantageous responsive Bid in accordance with B18.
- B19.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B19.4.1 The Contract Documents, as defined in C1.1(p), 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.
- B19.5 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.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the Removal and Recycling of Scrap Metals from Various City locations for the period from November 1, 2022 until October 31, 2023 with the option of five (5) mutually agreed upon one (1) year extensions.

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

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

D2.1.3 Bidders are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

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

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

- D2.3 The Contractor shall assume all responsibility for the scrap metal during loading, transportation, handling and storage until ultimate disposal.
- D2.4 Possession of the scrap metal by the Contractor shall not constitute ownership of same until payment has been satisfactorily rendered to the City.
- D2.5 The Work shall be done on an "as required" basis during the term of the Contract.
- D2.5.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.
- D2.5.2 Subject to C7, the City shall have no obligation under the Contract to recycle any quantity of any item in excess of its actual operational requirements.
- D2.5.3 Notwithstanding C7.4 and E2.13 the City shall have no obligation under the Contract to recycle batteries with the Contractor.
- D2.5.4 The City may add or delete locations as necessary due to changes in operational requirements.
- D2.6 Locations listed on Table A in E1.2 are for the convenience of the Bidder only. Location and bins required may be added, changed or removed as necessary.
- D2.7 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, 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) "AMM" means American Metal Market;
 - (b) "Site Coordinator" means the person assigned by the City who would be main point of contact for a specific City location; and
 - (c) "User" or "User Department" means means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;

D5. CONTRACT ADMINISTRATOR

- D5.1 The Contract Administrator is:
Diane Westra-Hanaback
Contracts Officer
Telephone No. 204- 986-2293
Email Address. dwestra-hanaback@winnipeg.ca
- D5.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D6. CONTRACTOR'S SUPERVISOR

- D6.1 Further to C6.22, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.
- D6.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D6.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D7. NOTICES

- D7.1 Except as provided for in C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.
- D7.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D7.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D5.

- D7.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155.

D8. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

- D8.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.
- D8.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.
- D8.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
 - (b) providing reasonable accommodations;
 - (c) reasonably accommodating assistive devices, support persons, and support animals;
 - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
 - (e) inform the public when accessibility features are not available;
 - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
 - (g) providing adequate training of staff and documentation of same.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

- D9.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D10. SAFE WORK PLAN

- D10.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D10.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>
- D10.3 Notwithstanding B14.4 at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good

Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D11. INSURANCE

D11.1 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 clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;

D11.2 Deductibles shall be borne by the Contractor.

D11.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.

D11.4 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.

D11.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

CONTROL OF WORK

D12. COMMENCEMENT

D12.1 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.

D12.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D9;
 - (ii) evidence of the workers compensation coverage specified in C6.14; and
 - (iii) evidence of the insurance specified in D11.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D12.3 The Contractor shall not commence the Work on the Site before November 1, 2022.

D13. COVID-19 SCHEDULE DELAYS

D13.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.

D13.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.

- D13.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D13.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D13.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D13.5 The Work schedule, including the durations identified in D19 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D13.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

CONTROL OF WORK

D14. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) - QUALIFICATIONS

- D14.1 Further to B14.3, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B14.3.

D15. SAFETY

- D15.1 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.
- D15.2 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.
- D15.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
 - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
 - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
 - (d) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant; and
 - (e) fire hazards in or about the Work are eliminated.

D16. EMPLOYEE BEHAVIOUR AND SUPERVISION

- D16.1 The Contractor shall provide adequate supervision of its employees and shall ensure that all such employees conduct themselves in a manner appropriate to people and shall without limitation ensure that employees:
- (a) behave in a courteous and polite manner (no profanity or excess noise) to City staff and other personnel;
 - (b) do not smoke within a City facility;
 - (c) obey all posted safety rules;

- (d) use their own radio(s) or telephones or cellular telephones necessary for onsite communication; and
- (e) when employees are in the facility, that it is kept secure from entry by unauthorized persons.

D16.2 The Contractor and his employees are prohibited from entering the premises of any location other than to perform the Work of this contract unless accompanied by plant staff. The Contractor or his personnel will not be allowed to operate equipment other than described in this contract. No one other than the Contractor and his driver or helper shall be allowed on the City of Winnipeg owned property.

D17. ENVIRONMENTAL CLEAN UP

D17.1 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.

D17.2 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 D17.3, whichever is sooner.

D17.3 In the event that the Contractor does not comply with D17.1 or D17.2 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.

D17.4 Serious and/or repeated defaults of this nature may be grounds for termination of the Contract.

D18. INSPECTION

D18.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.

D18.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

D19. TURNAROUND TIME AND REPLACEMENT OF BINS

D19.1 When notified by a User, the Contractor shall arrange the pick-up of a bin to be within forty-eight (48) hours from notice, unless otherwise agreed upon by the User.

D19.2 At 4R Winnipeg Depot Locations as identified in Table A in E1.1, when a bin is picked up, it must be replaced with an empty bin at that time. At no time shall these locations be without a bin.

D20. WEIGHTING OF TRUCKS

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

D20.2 Accumulation on individual axle weights to obtain either the tare or gross weight is not an acceptable method of weighing trucks.

- D20.3 An electronic printer suitable to the Contract Administrator or his/her designates, must print gross vehicle weights and tare weights on the material delivery tickets. These printed weights must include accurate time and dates.
- D20.4 Tare weights must be printed on the material pick-up tickets for the goods being picked up for each request. This electronically printed tare weight shall accompany each pick-up made by the Contractor as the tare weight for subsequent loads hauled by that truck that day. A printed tare weight copy **shall** be left with the Contract Administrator or his/her designate when dropping of bin and picking them up at each site.
- D20.5 Should the truck scale, electronic printer, or computer weigh system become inoperative for any reason, the Contractor shall immediately contact the Contract Administrator or his/her designate.
- D20.6 The Contract Administrator or his/her designate will decide what procedure, if any, will be established to continue if the system is inoperative for a period of twenty-four (24) hours. The decision by the Contract Administrator or his/her designate is final.

D21. WEIGHTING OF BINS

- D21.1 The Contractor shall determine net weights of material being picked up by weighing each pickup bin empty (tare weight) and full (gross weight) on a legal for trade Government Certified Scale.
- D21.2 The Contractor shall display the empty (tare weight) on the side of each bin and the date they were certified by Consumer & Corporate Affairs Canada.

D22. VERIFICATION OF WEIGHTS

- D22.1 Further to C6, and other relevant clauses of the General Conditions, all products, which are paid for on a weight basis, shall be weighed on a scale certified by Consumer & Corporate Affairs Canada.
- D22.2 All tare weigh tickets shall have the gross weight, the time and date of weighing printed by an approved electro/mechanical printer coupled to the scale.
- D22.3 The tare weight and net weight may either be hand written or machine printed.
- D22.4 All weights, scales, and procedures shall be subject to inspection and verification by the Contract Administrator. Such inspection and verification may include, but shall not be limited to:
- (a) checking Contractor's scales for Consumer & Corporate Affairs certification seals;
 - (b) observing weighing procedures;
 - (c) random checking of either gross or tare weights by having such trucks as the Contract Administrator shall select weighed at the nearest available certified scale; and/or
 - (d) checking tare weights shown on delivery tickets against a current tare (not more than one month old) to be carried in all trucks delivering weight measured materials to City of Winnipeg projects.
- D22.5 It shall be the Contractor's responsibility to obtain this tare weight ticket and keep it current. This tare weight ticket shall be obtained by weighing the truck or truck/trailer(s) combination on a certified scale and shall show:
- (a) which scale the truck was weighed on;
 - (b) the mechanically-printed tare weight;
 - (c) the license number(s) of the truck and trailer(s); and
 - (d) the time and date of weighing.

- D22.6 No charges shall apply to the City for any delays or loss of production caused by such inspection and verification. Arrangements for the use of independent scales shall be authorized by the Contract Administrator and shall be at no cost to the City.
- D22.7 Computer generated printed batch weights accompanying the delivery tickets will be acceptable, subject to verification by the Contract Administrator.
- D22.8 Any claims of residue must be verified by the Contract Administrator or designate before the bin leaves the premises.

D23. BRADY LANDFILL LOCATION

- D23.1 The removal of scrap metal at Brady Landfill location as identified in Table A in E1.1 shall be removed in either of two (2) ways:
- (a) Brady Landfill staff shall stockpile scrap metal and the Contractor shall reload and haul the scrap as necessary, or
 - (b) The Contractor's bin shall be filled by City staff, and then picked up, hauled away and the bin replaced as often as necessary by the Contractor.
- D23.2 Further to D23.1, if the Contractor prefers to choose D23.1(a) as a pickup choice, there shall be no additional charge to the City for the Contractor to load and haul the scrap metal. Stockpiling of scrap metal is for the convenience of the Contractor only.
- D23.3 Further to D23.1(a) and D23.1(b), it should be noted that scrap metal shall not be crushed by the City, and may include items such as domestic appliances.

D24. WINNIPEG POLICE SERVICE – 185 SMITH STREET LOCATION

- D24.1 The Contractor shall provide four (4) Gaylord Boxes instead of bins for this location only.
- (a) Gaylord Boxes will be approximately 4' wide x 5-6' tall;
 - (b) Gaylord Boxes will be replaced when full, and picked up by the Contractor; and
 - (c) There shall be no charge to the City for the provision of Gaylord Boxes.

D25. DEFICIENCIES

- D25.1 Further to C11.7, the Contract Administrator may order the Contractor to alter or improve his/her methods, to increase or improve his/her Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, performed satisfactorily; or
 - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.
- D25.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C18.7, all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.
- D25.3 The City shall have the right to take possession of and use any of the Contractor's material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof.
- D25.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D25.2, is no longer required for the purposes of the Work, or that it is not in the best interest of the City to retain that Plant, Material or interest, it shall revert to the Contractor.

D26. ORDERS

D26.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D27. RECORDS

D27.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D27.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) user name(s) and addresses;
- (b) pick up date(s);
- (c) payment date(s) and amount(s);
- (d) the amount payable with GST and MRST shown as separate amounts;
- (e) the Contractor's GST registration number;
- (f) description and quantity of services provided;
- (g) the Contractor shall provide scale tickets for the tare weight and loaded weight for each pickup; and
- (h) each ticket shall be for weighing on the same day as the pickup.

D27.3 The collection and removal of scrap metal shall be measured on a weight basis. The weight to be paid for shall be the total weight removed as calculated from scale tickets. The scale(s) must be registered for Business use with the Province of Manitoba.

D27.4 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

D28. PAYMENT

D28.1 Payment in full must be made in the form of a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba. Some City facilities are not able to process cash transactions and the City reserves the right to refuse payment in the form of cash.

D28.2 The Contractor shall submit payments to the locations designated by the Contract Administrator within ten (10) Calendar Days of each pick up of goods.

D28.3 Each payment must be accompanied by a written statement clearly indicating, at a minimum:

- (a) The City's transaction number;
- (b) Pick up date(s);
- (c) Pick up address;
- (d) Itemized description, quantity and unit price(s) of goods received;
- (e) Total amount of payment with GST and PST, where applicable, shown as separate amounts; and
- (f) Where applicable, the Contractor's vendor registration number or a copy of the Contractor's purchase exemption certificate and, where applicable, his/her licence number.

D28.4 If the Contractor's accounting system is not able to comply with D28.3, an alternative arrangement **may** be accepted.

WARRANTY

D29. WARRANTY

D29.1 Notwithstanding C13, Warranty does not apply to this Contract.

DISPUTE RESOLUTION

D30. DISPUTE RESOLUTION

D30.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D30.

D30.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D30.3 The entire text of C21.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit his written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in his Appeal Form.

D30.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):

- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
- (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
 - (i) The Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
 - (iii) Department Head.

D30.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.

D30.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.

D30.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.

D30.4.4 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D30.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

THIRD PARTY AGREEMENTS

D31. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D31.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D31.2 Further to D31.1, in the event that the obligations in D31 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.
- D31.3 For the purposes of D31:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D31.4 Modified Insurance Requirements
- D31.4.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.
- D31.4.2 If applicable the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D31.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D31.4.4 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D31.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D31.5 Indemnification By Contractor
- D31.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Services, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

- D31.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Contract or the Work.

D31.6 Records Retention and Audits

D31.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D31.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Services, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D31.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D31.7 Other Obligations

D31.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D31.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D31.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.

D31.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

D31.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts,

unless the provision or receipt of such benefits is in compliance with such codes and the legislation.

D31.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 Table A: Locations & Bin Requirements

	LOCATION	BINS REQUIRED
1.	Public Works Bridge Yard 960 Thomas Avenue (Gate B2) *** Note: the gates to this yard are locked at all times, and a pick-up time will need to be arranged in order to access and enter the yard ***	2 x 20 cu. yd. metal bins (1 each for heavy metal and aluminum)
2.	Fleet Management Agency 960 Thomas Avenue (South Side of FMA Repair Shop – Door 11). Accessible through the East side gate of the 960 Thomas complex.	1 x 20 cu. yd. metal bin
3.	Public Works (Park Services) 960 Thomas Avenue (Gate D3)	1 x 20 cu. yd. metal bin
4.	Building Services Division – 752 McGee Street	1 x 20 cu. yd. metal bin
5.	Deacon Reservoir – Hwy PTH 207	1 x 20 cu. yd. metal bin
6.	Fire & Paramedics Services – 2546 McPhillips Street	1 x 12 cu. yd. metal bin
7.	Fleet Management Agency – 195 Tecumseh Street	1 x 20 cu. yd. metal bin (low back)
8.	Fleet Management Agency – 215 Tecumseh Street	1 x 20 cu. yd. metal bin (for heavy metal), and 1 x 8 cu. yd. (for aluminum)
9.	Parks Kilcona Park – 1229 Springfield Road	1 x 20 cu. yd. metal bin
10.	Public Works – 1220 Pacific Avenue	1 x 20 cu. yd. metal bin
11.	Public Works – 1277 Pacific Avenue	1 x 20 cu. yd. metal bin

12.	Public Works (Traffic Signals Division) – 821 Elgin Ave.	3 x 20 cu. yd. metal bins (1 each for aluminum, copper and steel)
13.	Transit – 421 Osborne Street	2 x 20 cu. yd. metal bins (1 each for heavy metal and aluminum) (high backs)
14.	Wastewater Services – 360 McPhillips Street	1 x 20 cu. yd. metal bin
15.	Wastewater Services (North End Treatment Plant) – 2230 Main Street	1 x 20 cu. yd. metal bin
16.	Wastewater Services (South End Treatment Plant) – 100 Ed Spencer Drive	1 x 20 cu. yd. metal bin
17.	Water and Waste – 552 Plinguet Avenue	3 x 12 cu. yd. metal bins
18.	Water and Waste – 598 Plinguet Avenue	1 x 20 cu. yd. metal bin (low back)
19.	Water and Waste – 7740 Wilkes Avenue	1 x 20 cu. yd. metal bin
20.	Water and Waste – “Y” Yard at Van Bellingham & Dawson Road	1 x 12 cu. yd. metal bin
21.	Winnipeg Police Service 245 Smith Street	4 Gaylord Boxes 4’ wide x 5-6’ tall
22.	4R Winnipeg Depot Brady Landfill Site Scale onsite	3 x 50 cu. yd. metal bin
23.	4R Winnipeg Depot 1120 Pacific Avenue	1 x 50 cu. yd. metal bin
24.	4R Winnipeg Depot 429 Panet Road	1 x 50 cu. yd. metal bin
25.	Forestry (and Landscape) 1539 Waverley	1 x 20 cu. yd. metal bin

E1.3 Bidders are reminded that locations and bin requirements may be changed (added or removed) throughout the duration of the Contract.

E1.3.1 Site Coordinators for each location will be provided to the successful bidder at award of contract.

E1.4 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. 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 B7.

E2. SERVICES

- E2.1 The Contractor shall pick up and recycle scrap metals in accordance with the requirements hereinafter specified.
- E2.2 Item No. 1 – Recycling of #1 Heavy Melt Steel (consumer) shall be heavy melt #1 steel - consumer.
- E2.3 Item No. 2 – Recycling of Scrap General Metal/White Goods shall be heavy melt #1 white goods and/or general mixed shred.
- E2.4 Item No. 3 – Recycling of Aluminum (dealer high) shall be aluminum, mixed low copper clips – dealer high.
- E2.5 Item No. 4 – Recycling of Yellow Heavy Brass shall be heavy yellow brass – dealer high.
- E2.6 Item No. 5 – Recycling of Dirty Brass (dealer high) shall be dirty brass from brass water meters – consumer.
- E2.7 Item No. 6 – Recycling of Bus Shells (picked up by Contractor) shall be shall be bus shells heavy melt #1.
- E2.8 Item No. 7 – Recycling of Bus Shells (delivered by the City to the Contractor's location) shall be bus shells heavy melt #1.
- E2.8.1 Notwithstanding B10.5 and for the convenience of the City, the City will occasionally deliver bus shells directly to the Contractor's location.
- (a) If the City chooses to deliver Bus Shells directly to the Contractor's location, the Contractor shall not incur any delivery charges for this method.
- E2.9 Item No. 8 – Recycling of Undrained Batteries (Lead) (dealer high) shall be whole undrained batteries (lead).
- E2.9.1 Notwithstanding E2.9 the City may opt to recycle batteries by alternate method not covered under this Contract. Whereby the recycling of batteries is done by an alternate method, the Contractor shall have no claim against the City for exercising this option.
- E2.10 Item No. 9 – Recycling of Industrial Batteries (lead Steel Encased shall be whole undrained batteries (lead) steel encased.
- E2.10.1 Notwithstanding E2.10 the City may opt to recycle batteries by alternate method not covered under this Contract. Whereby the recycling of batteries is done by an alternate method, the Contractor shall have no claim against the City for exercising this option.
- E2.11 Item No. 10 – Recycling of Radiators (dealer high) shall be radiators from vehicles such as transit buses or various other vehicles (unsweated high).
- E2.12 Item No. 11 – Extra Bin Delivery for Occasional Additional Requirements (Clean Ups) shall be a surcharge allowable for the Contractor to deliver an additional bin to a location when required. Most commonly this may be required, but not limited to seasonal clean ups, and most commonly, but not limited to the 4R Depots.