



**THE CITY OF WINNIPEG**

**TENDER**

**TENDER NO. 440-2021**

**SUPPLY AND MAINTENANCE OF GARBAGE AND RECYCLING CONTAINERS**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 Supply and Maintenance of Garbage and Recycling Containers

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, July 14, 2021.

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. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D6.1.

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.

B3.6 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

### **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 MERX website at [www.merx.com](http://www.merx.com).
- B5.4 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.
- B5.5 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.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D6.

## **B6. SUBSTITUTES**

- B6.1 The Work is based on the Plant, Materials and methods specified in the Tender.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.

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

## **B7. BID SUBMISSION**

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid/Proposal;
  - (b) Form B: Prices.
- B7.2 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.
- B7.3 The Bid shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).
- B7.3.1 Bids will **only** be accepted electronically through MERX.
- B7.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B16.1(a).

## **B8. BID**

- B8.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 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.
- 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/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 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.

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

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

## **B9. PRICES**

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

B9.1.1 Notwithstanding 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.

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

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

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

B9.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.

B9.6 Bidders are advised that the calculation indicated in B16.4 will prevail over the Total Bid Price entered in MERX.

## **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) Maverick Industries Ltd. – information provided includes current industry standards regarding specifications for front load and roll off containers

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

B11.1 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.

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; and
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).
- B12.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B12.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.
- B13. OPENING OF BIDS AND RELEASE OF INFORMATION**
- B13.1 Bids will not be opened publicly.
- B13.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B13.3 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](http://www.merx.com).
- 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 11 of Form A: Bid/Proposal.
- B14.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work

until a Contract for the Work has been duly executed and the contract security 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.

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

B15.1 A Bidder may withdraw his/her Bid without penalty at any time prior to the Submission Deadline.

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

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

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

B16.2 Further to B16.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he/she is qualified.

B16.4 Further to B16.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B16.4.1 Further to B16.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B16.4.2 Bidders are advised that the calculation indicated in B16.4 will prevail over the Total Bid Price entered in MERX.

B16.5 This Contract will be awarded as a whole.

#### **B17. AWARD OF CONTRACT**

B17.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B17.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.

B17.2.1 Without limiting the generality of B17.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

- B17.3 Where an award of Contract is made by the City, the award shall be made to qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B16.
- B17.4 Further to Paragraph 6 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.
- B17.4.1 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.
- B17.5 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 the Combined Provision of Goods and Services (2020-01-31)* are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Combined Provision of Goods and Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for the Combined Provision of Goods and Services*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of supply, delivery, refurbishment and maintenance of Recycling & Garbage containers and any other related items that may require repair and maintenance including but not limited to Front Load, Side Load and Roll Off Containers for the period from August 1, 2021 until July 31, 2022, with the option of three (3) mutually agreed upon one (1) year extensions.

D2.1.1 The extensions may include a one-time quantity increase of approximately thirty (30) Front Load Containers to be supplied and delivered to our three (3) 4R Winnipeg Depot locations specified in E10. Existing Side Load Containers may require relocating as directed by the Contract Administrator.

D2.1.2 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.

D2.1.3 Changes resulting from such negotiations shall become effective on August 1 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.1.4 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) Supply and delivery of Recycling and Garbage Front Load Containers and Roll Off Containers as directed by the Contract Administrator;
- (b) On-site maintenance and repairs of Recycling and Garbage Front Load, Side Load and Roll Off Containers as directed by the Contract Administrator;
- (c) Off-site refurbishment, maintenance and repairs of Recycling and Garbage Front Load, Side Load and Roll Off Containers as directed by the Contract Administrator;
- (d) Relocation of Front Load and Side Load Containers.

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

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

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

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

### **D3. PRICE ADJUSTMENT PROVISION**

- D3.1 The Contractor shall have the option prior to the start of the second (2<sup>nd</sup>) six (6) month period, to submit unit price adjustments (increase/decrease), which shall be verified by the index price posted by the London Metal Exchange or approved equivalent. In order to substantiate price adjustment requests, the Contractor shall:
- (a) submit the request at least ten (10) Calendar Days prior to the end of the six (6) month period;
  - (b) submit only one (1) request per six (6) month contract period, to be submitted as per D3.1;
  - (c) submit an Excel spreadsheet identifying the Form B: Prices items that are affected by the price adjustment with updated item pricing to be used for the six (6) month period; and
  - (d) submit documentation that substantiates the Contractors request for a price adjustment. Acceptable documentation may include, but not limited to current pricing for steel as posted on London Metal Exchange. Documentation should clearly indicate and compare the pricing from the start of the first (1<sup>st</sup>) six (6) month period to the most recent pricing posted on London Metal Exchange for raw materials.
- D3.2 The percentage change will be calculated by taking the values representing the six (6) month period from August of the previous year to January of the current year. The January (or most recent) price will be subtracted from the August price, divided by the August price and multiplied by 100 to convert the decimal results to a percentage.
- D3.3 The start of the second (2<sup>nd</sup>) six (6) month period will be February 1 of each contract year.
- D3.4 Price adjustments (increase/decrease) shall not be implemented by the Contractor without written approval of the Contract Administrator, which will not be reasonably withheld. Unit price adjustments shall become effective on February 1 of each contract year.
- D3.5 The City reserves the right to terminate the Contract if agreement regarding unit price adjustments cannot be reached.

### **D4. COOPERATIVE PURCHASE**

- D4.1 The Contractor is advised that this is a cooperative purchase.
- D4.2 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.
- D4.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.
- D4.4 If any location of the potential participant is more than ten (10) kilometers beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.
- D4.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D4.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods and/or services;
  - (b) a participant may specify a duration of Contract shorter than the duration of this Contract;

- (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
- (d) any additional delivery charge identified and accepted in accordance with clause D4.4 and D4.5 will apply.

D4.7 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.

D4.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

## D5. DEFINITIONS

D5.1 When used in this Tender:

- (a) **“Bumper Pads”** means a 10-gauge steel plate that protects the front of the Front Load Container from damage when being serviced;
- (b) **“Front Load Container”** means a container of steel construction with volume from 2 cubic yards (1.5 cubic meters) to 8 cubic yards (6 cubic meters), collected using an automated front-end loading commercial bin truck. Containers have two fork pockets on either side of the container to unload the container;
- (c) **“Off-Site Maintenance”** means removing the existing Front Load, Side Load or Roll Off Containers from various sites and transport to the Contractor’s maintenance facility. After restoration, the Contractor will return the Container to its original location, or to a location designated by the Contract Administrator. Maintenance includes but is not limited to refurbishment of the Front Load, Side Load and Roll Off Containers;
- (d) **“On-Site Maintenance”** means maintenance accomplished where the Front Load, Side Load or Roll Off Container is located. Maintenance includes but is not limited to: welding, graffiti removal, decal replacement, lid and rod repair;
- (e) **“Recycling Depot”** means an area used for the collection, sorting, and temporary storage of discarded materials which are taken elsewhere to be recycled;
- (f) **“Refurbishment”** means the major repair that restores the container to a condition satisfactory to the Contract Administrator;
- (g) **“Roll Off Container”** means a container of varying sizes that is designed to be loaded onto and unloaded from the frames of transport vehicles by mechanical means where the long rail of the container rides along the outside of the rail of the transport vehicle. A receiver on the lower front center of the container accepts the knuckle of the transport vehicle (a Type H container according to ANSI Z245.60 – 2008);
- (h) **“Side Load Container”** means a container of steel construction with a volume of six hundred (600) U.S. gallons, collected using an automated side loading commercial bin truck. Commonly known as EMCO containers;
- (i) **“User”** means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract.

## D6. CONTRACT ADMINISTRATOR

D6.1 The Contract Administrator is:

Allan Abraham  
Technologist

Telephone No. 204-391-7881

Email Address. aabraham@winnipeg.ca

D6.2 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.

## **D7. NOTICES**

D7.1 Notwithstanding 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 D6.

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.

## **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. SAFE WORK PLAN**

D9.1 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.

D9.2 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. INSURANCE**

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

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000



inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.

- D10.2 Deductibles shall be borne by the Contractor.
- D10.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.
- D10.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D10.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

## **SCHEDULE OF WORK**

### **D11. COMMENCEMENT**

- D11.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D11.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D8;
    - (ii) evidence of the workers compensation coverage specified in C6.18;
    - (iii) evidence of the insurance specified in D10.
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

### **D12. DELIVERY**

- D12.1 Goods shall be delivered on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to various locations within the City.
- D12.1.1 Goods shall be delivered within five (5) Business Days of the placing of an order.
- D12.2 The Contractor shall confirm each delivery with the Contract Administrator or User, at least one (1) Business Day before delivery.
- D12.3 Goods shall be delivered between 7:00 a.m. and 6:00 p.m. on Business Days.
- D12.4 The Contractor shall off-load goods at the delivery location as directed by the Contract Administrator.

### **D13. LIQUIDATED DAMAGES**

- D13.1 If the Contractor fails to achieve delivery of goods within the time specified in D12.1.1 and/or complete the Work within the time specified in E5.2, E6.3 and E8.1, the Contractor shall pay the City four hundred dollars (\$400.00) per Business Day for each and every Business Day until the goods have been delivered.
- D13.2 The amount specified for liquidated damages in D13.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve delivery by the day fixed herein for same.

D13.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

#### **D14. COVID-19 SCHEDULE DELAYS**

D14.1 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.

D14.2 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.

D14.3 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.

D14.4 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 D14.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D14.5 The Work schedule, including the durations identified in D12 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.

D14.6 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**

##### **D15. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) - QUALIFICATIONS**

D15.1 Further to B12.3, 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 B12.3.

##### **D16. SAFETY**

D16.1 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 which may include but not limited to wearing proper PPE such as reflective hi-vis safety vest and CSA approved safety footwear.

D16.2 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.

D16.3 The Contractor shall do whatever is necessary to ensure that:

- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
- (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
- (d) adequate sanitation measures are taken and facilities provided with respect to the Work;

- (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
- (f) fire hazards in or about the Work are eliminated.

#### **D17. EMPLOYEE BEHAVIOUR AND SUPERVISION**

- D17.1 The Contractor shall provide adequate supervision of its employees and shall ensure that all such employees conduct themselves in an appropriate manner and shall without limitation ensure that employees:
- (a) behave in a courteous and polite manner (no profanity or excess noise) to City staff and other personnel;
  - (b) do not smoke while conducting City business;
  - (c) obey all posted safety rules;
  - (d) use their own radio(s) or telephones or cellular telephones necessary for onsite communication; and
  - (e) when employees are in the facility, that it is kept secure from entry by unauthorized persons.
  - (f) The Contractor and his employees are prohibited from entering the premises of any location other than to perform the Work of this Contract unless accompanied by plant staff. The Contractor or his personnel will not be allowed to operate equipment other than described in this Contract. No one other than the Contractor and his driver or helper shall be allowed on the City of Winnipeg owned property.

#### **D18. ENVIROMENTAL CLEAN UP**

- D18.1 The Contractor is responsible for the immediate cleanup of **any** spillage or leakage of material from a container or the Contractor's equipment, including but not limited to, any spillage or leakage which occurs during the transporting of materials, which the City has not caused.
- D18.2 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 D18.3, whichever is sooner.
- D18.3 In the event that the Contractor does not comply with D18.1 and D18.2 the Contractor will be considered in default of the Contract and the City may clean up, pick up, move or otherwise remediate the material and all costs in this regard will be charged to the Contractor and deducted from his payment.
- (a) Serious and/or repeated defaults of this nature may be grounds for termination of the Contract.

#### **D19. ORDERS**

- D19.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

#### **D20. RECORDS**

- D20.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D20.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
  - (b) order date(s);
  - (c) delivery date(s); and

(d) description and quantity of goods supplied.

D20.3 The Contractor shall provide the Contract Administrator with a copy of the records within fifteen (15) Calendar Days of a request of the Contract Administrator.

## MEASUREMENT AND PAYMENT

### D21. INVOICES

D21.1 Further to C12, the Contractor shall submit an invoice for each portion of work performed 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

Send Invoices to [CityWpgAP-INVOICES@winnipeg.ca](mailto:CityWpgAP-INVOICES@winnipeg.ca) and CC the Contract Administrator

Send Invoice Inquiries to [CityWpgAP-INQUIRIES@winnipeg.ca](mailto:CityWpgAP-INQUIRIES@winnipeg.ca)

D21.2 Monthly invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of each delivery or service;
- (c) address of each delivery or service;
- (d) quantity of goods delivered and/or type of service performed invoiced under the following categories:
  - (i) Garbage Supply and Delivery
  - (ii) Garbage Maintenance and Refurbishment
  - (iii) Recycling Supply and Delivery
  - (iv) Recycling Maintenance and Refurbishment
- (e) description of the Work performed;
- (f) the amount payable with GST and MRST shown as separate amounts; and
- (g) the Contractor's GST registration number.

D21.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

### D22. PAYMENT

D22.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

### D23. PAYMENT SCHEDULE

D23.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

### D24. PURCHASING CARD

D24.1 The Contractor shall allow Users to charge items to their purchasing cards at no extra cost.

D24.2 The Contractor's credit card website/gateway shall have appropriate current Payment Card Industry Data Security standards (PCI DSS) certification, (<https://www.pcisecuritystandards.org/index.shtml>). The credit card gateway shall meet the credit card data security requirements outlined by the Payment Card Industry Security Standards Council (PCI SSC) for service providers and/or software vendors.

## **WARRANTY**

### **D25. WARRANTY**

D25.1 Warranty is as stated in C13.

## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.

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

- E2.1 The dimensions for the Garbage and Recycling Front Load Containers shall be within:

Nominal Capacity	Nominal Dimensions	
	Width x Depth x Height & Height in Front	
2 Cubic Yard Tub (1.5 m <sup>3</sup> )	71" x 36" x 36"	
3 Cubic Yard Slant (2.25 m <sup>3</sup> )	71" x 42" x 48" & 45"	
4 Cubic Yard Slant (3 m <sup>3</sup> )	71" x 52" x 56" & 47"	
6 Cubic Yard Slant (4.5 m <sup>3</sup> )	71" x 71" x 62" & 48"	
8 Cubic Yard Slant (6 m <sup>3</sup> )	71" x 84" x 74" & 48"	

All Front Load Containers shall have the following specifications:

- (a) Floors shall be 10-gauge steel;
  - (b) Sides shall be 12-gauge steel;
  - (c) Fork Pockets shall be 3/16" gauge steel;
  - (d) Bumper Pads shall be 10-gauge steel;
  - (e) Each container shall be primed and painted using anti-corrosive, industrial enamels in the following colors:
    - (i) Blue (Recycling) - RAL5017
    - (ii) Grey (Garbage) - RAL7005
  - (f) Each container shall have two (2) black, polyethylene plastic lids:
    - (i) Westland Product No. RBL3156.
- E2.2 All Front Load Containers shall have slanted tops except the 2 Cubic Yard Tub, unless directed otherwise by the Contract Administrator.
- E2.3 All Front Load Containers requiring wheels shall have phenolic castor wheels and a hardware kit that includes:
- (a) four (4) – 120 millimetre (6") diameter x 50 millimetre (2") width phenolic castor wheels;
  - (b) all necessary mounting brackets, fasteners and hardware to secure wheels to container to prevent damage during normal service;
- E2.3.1 Further to E2.2, wheels shall be available with locking brakes and without locking brakes.
- E2.4 The Contractor shall engrave a serial number tag on all new Front Load Containers, as approved by the Contract Administrator.

- E2.4.1 Further to E2.4, serial numbers for Garbage Front Load Containers shall start with COW-G-XXXX
- E2.4.2 Further to E2.4, serial numbers for Recycling Front Load Containers shall start with COW-R-XXXX
- E2.5 The Contractor shall affix self-adhesive, vinyl labels (supplied by the City) to the Front Load Containers as noted below:
  - (a) Recycling: One (1) large, Acceptable Materials decal and one (1) small, Unacceptable Material "Warning" decal;
  - (b) Garbage: One (1) large, City of Winnipeg logo decal.
- E2.5.1 All decals must be positioned in a horizontal manner, with top corners equal distance from the top bar of the Container. All decals must be applied in such manner that is free of air bubbles, creases, rips or tears.
- E2.5.2 There are a limited number of decals therefore care must be taken when affixing decals so as not to destroy any of them.
- E2.6 All Front Load Containers requiring a locking system shall be equipped with a straight-bar style, manual locking mechanism.
- E2.6.1 Further to E2.6, straight-bar, gravity locking mechanisms may also be considered upon request where applicable.
- E2.7 All Front Load Containers shall be delivered or relocated to its destination as directed by the Contract Administrator.
- E2.8 The Contract Administrator may request shop drawings for the Front Load Container designs produced in this Contract to ensure they are consistent with current construction standards.
- E2.9 The Contract Administrator reserves the right to authorize any repairs, refurbishments and distribution of any pre-existing available inventory of Front Load Containers prior to the manufacturing, supply and delivery of any new containers by the Contractor.

**E3. SUPPLY AND DELIVERY OF ROLL OFF CONTAINERS**

- E3.1 The Contractor shall supply roll off containers in accordance with ANSI Compliance:
  - (a) All Roll Off Containers shall meet the most recent versions of the ANSI Z245.30 Waste Containers – Safety Requirements and ANSI Z245.60 Waste Containers – Compatibility Dimensions.
  - (b) All Roll Off Containers shall be designed to the dimensional requirements for Type H Containers (dead lift roll-off) and shall have a multi-lift system compatible with both hook lift and cable lift systems.

E3.2 The dimensions of the Roll Off Containers shall be within:

Approximate Nominal Capacity	Maximum Width	Maximum Height	Maximum Length	Minimum thickness of Bottom	Minimum thickness of Sides	Distance between rails
50yd	8'	7'	25'	7g (3/16")	10g	37"
30yd	8'	5'	22'	7g (3/16")	12g	37"

- E3.3 The Roll Off Containers shall have:
  - (a) a built-in ladder in order to allow for inspection of the Container's contents;
  - (b) a ¼" Push Bumper at the front of the bin;

- (c) three (3) hinges for the door;
- (d) heavy duty 8" rollers with 1-1/2" pins;
- (e) grease bushings in the rollers and hinges;
- (f) grease nipples fitted to the hinges.

E3.4 All seams shall be welded to meet current construction standard.

E3.5 Each container shall be primed and painted using anti-corrosive, industrial enamels in the following colors:

- (i) Recycling RAL5017
- (ii) Garbage RAL7005

E3.5.1 Further to E3.5, any rough edges produced by welds shall be ground smooth prior to painting.

E3.6 The Contractor shall engrave a serial number tag on all new Roll Off Containers, as approved by the Contract Administrator.

E3.6.1 Further to E3.6, serial numbers for Roll Off Containers shall start with COW-SS-XX where "SS" is the normal capacity of the container, and "XX" is a number starting at 60 representing the production date. For example, the 50 cubic yard Roll Off Container made will have a serial number of COW-50-60

E3.7 The Rear Gate Hook System shall be a latch post assembly with ratchet as per Appendix A.

E3.8 The Contract Administrator may request shop drawings for the Roll Off Container designs produced in this Contract to ensure they are consistent with current construction standards.

E3.9 The Contract Administrator reserves the right to authorize any repairs, refurbishments and distribution of any pre-existing available inventory of Roll Off Containers prior to the manufacturing, supply and delivery of any new containers by the Contractor.

#### **E4. MAINTENANCE OF GARBAGE AND RECYCLING CONTAINERS**

E4.1 The Contractor shall maintain all Front Load Containers and Roll Off Containers acquired in this Contract as well as all existing City of Winnipeg owned Front Load, Side Load and Roll Off Containers.

E4.2 The Contractor shall not perform any On-site Maintenance or Off-site Refurbishments unless authorized by the Contract Administrator.

E4.3 The Contractor shall perform On-Site Maintenance and Off-Site Refurbishment of the Front Load, Side Load and Roll Off Containers in accordance with the requirements hereinafter specified.

E4.4 Unless authorized by the Contract Administrator, Work shall be performed in a continuous manner until complete, without interruption.

E4.5 The Contractor must inspect each Front Load, Side Load and Roll Off Container for integrity prior to performing any restoration work. The Contractor must notify the Contract Administrator should any Container, in the opinion of the Contractor, is unusable or the proposed restoration costs are prohibitive.

E4.6 Substitutions shall not be allowed unless pre-approval has been granted by the Contract Administrator.

E4.7 The Contractor will perform repairs to all Containers prior to painting.

E4.8 No time will be paid for breaks, mobilization and demobilization, down time or travel time. This shall also apply to any Work performed under E8.



E4.9 The Contract Administrator shall inspect all repairs immediately after restoration to ensure that the repairs meet specifications. Any repairs, which do not meet the approval of the Contract Administrator, shall be redone at the Contractor's expense.

## **E5. ON-SITE MAINTENANCE OF GARBAGE AND RECYCLING CONTAINERS**

E5.1 The Contractor shall supply, repair and install parts as required by the Contract Administrator for any On-Site Maintenance.

E5.2 Further to E5.1, all On-Site Maintenance shall be completed within two (2) Business Days.

### **E5.3 Welding Repairs**

E5.3.1 For all welding repairs, the Contractor shall ensure the following:

- (a) the repair area is free of contaminants and existing paint prior to any welding;
- (b) all existing rough welds, edges and surfaces shall be ground off with an angle grinder in order to expose clean, bare metal;
- (c) all new welds are continuous for the length of each joint and free of cracks and overlap;
- (d) all new welds are made smooth and flush by filing and/or grinding;
- (e) repaired areas must be primed and painted as specified in E2.1 (e).

### **E5.4 Lid, Lid Rod and Lid Locking Bar Replacement or Repair:**

E5.4.1 One unit of a lid replacement shall be two (2) halves.

E5.4.2 The Contractor shall supply and install all new lids for Front Load and Side Load Containers unless otherwise directed by the Contract Administrator.

E5.4.3 Any hinge support brackets or lid rods that are bent shall be realigned.

E5.4.4 Any hinge support brackets or lid rods that are missing or broken shall be replaced.

E5.4.5 Damaged metal lids on Front Load and Side Load Containers may be replaced with plastic lids as directed by the Contract Administrator.

E5.4.6 All locking bars and locking bar mechanisms on Front Load and Side Load Containers shall be repaired or supplied and installed as directed by the Contract Administrator.

### **E5.5 Wheel Replacement:**

E5.5.1 The Contractor shall inspect Front Load Containers with phenolic castor wheels and will notify Contract Administrator should any wheels, in the opinion of the Contractor, be unsuitable.

E5.5.2 All bent or broken wheels shall be replaced with new wheels and hardware as specified in E2.2.

### **E5.6 Painting and Decal Placement:**

E5.6.1 Prior to painting On-site, the Contractor shall ensure the area to be painted is properly cleaned and prepared for painting.

E5.6.2 On-site painting of all exposed metal surfaces and graffiti removal shall be as specified in E2.1 (e).

E5.6.3 The Contractor must affix self-adhesive, vinyl labels (supplied by the City) to the Front Load and Side Load Containers as noted in E2.5

### **E5.7 Lift Arm and Fork Pocket Repair/Replacement:**

E5.7.1 For all Side Load Container Lift Arm and Fork Pocket Repairs, the Contractor shall ensure the following:

- (a) Any bent lift arms must be straightened;
- (b) Existing and new Lift Arms must be primed and painted on all sides as specified in E2.1 (e);
- (c) All lift arms shall be reattached with threaded fasteners (bolts) fabricated from stainless steel and conform to ASTM F593/F594 -Type 304;
- (d) Any missing bolts are to be replaced with threaded fasteners fabricated from stainless steel and conform to ASTM F593/F594 -Type 304.

E5.7.2 The Contractor must notify the Contract Administrator should any Lift Arms or Fork Pockets, in the opinion of the Contractor, be unusable. The Contractor shall replace any unusable Lifts Arms or Fork Pockets with new Lift Arms or Fork Pockets.

#### **E5.8 Latch Post Assembly and Ratchet Arm Repair/Replacement**

E5.8.1 For all Roll Off Container Latch Post Assembly and Ratchet Arm Repairs, the Contractor shall ensure the following:

- (a) Any bent components of the Latch Post Assembly and Ratchet must be straightened;
- (b) Existing and new Latch Post and Ratchet Assemblies, components and hardware must be primed and painted on all sides as specified in E2.1 (e);
- (c) All Ratchet Arm Assemblies shall be reattached with threaded fasteners (bolts) fabricated from stainless steel and conform to ASTM F593/F594 -Type 304;
- (d) Any missing bolts are to be replaced with threaded fasteners fabricated from stainless steel and conform to ASTM F593/F594 -Type 304.

E5.8.2 The Contractor must notify the Contract Administrator should any components of the Latch Post Assembly and Ratchet Arm, in the opinion of the Contractor, be unusable. The Contractor shall replace any unusable Latch Post Assembly and Ratchet Arm components and hardware with new Latch Post Assembly and Ratchet Arm components and hardware.

#### **E6. OFF-SITE REFURBISHMENT OF GARBAGE AND RECYCLING CONTAINERS**

E6.1 The Contractor will remove the Containers from their locations and transport to the Contractor's maintenance shop. After off-site refurbishments are completed, the Contractor will return the Containers back to the original location(s), or to a location(s) designated by the Contract Administrator.

E6.2 The Contractor shall be responsible for all costs associated with the disposal of any of the containers contents that are present immediately prior to any repairs or refurbishments.

E6.2.1 Further to E6.2, the Contract Administrator will try to have the containers emptied prior to Contractor pick-up.

E6.3 Off-Site repairs shall be completed within five (5) Business Days. The off-site repair will be considered complete when the container is returned to its original location, or to a location designated by the Contract Administrator.

E6.4 The Contractor is responsible for all site and traffic control during the loading and unloading process.

E6.5 The Contractor will perform repair/refurbishment to existing Front Load and Side Load Containers prior to painting. Repairs include, but not limited to:

- (a) welding repair as described in E5.3;
- (b) lid, lid rod and lid locking bar repair/replacement as described in E5.4;
- (c) lift arm and fork pocket repair/replacement as described in E5.7;

- (d) any material, labour not herein specifically mentioned or included, but which may be required to complete the refurbishment of the Front Load and Side Load Containers, shall be furnished by the Contractor.
- E6.6 The Contractor shall remove all Front Load and Side Load Container lids before restorations to the Containers are performed.
- E6.7 The Contractor shall notify the Contract Administrator should any lift arms or fork pockets, in the opinion of the Contractor, be unusable. The Contractor shall replace any unusable lift arms or fork pockets with new lift arms or fork pockets.
- E6.8 Further to E5.7, the Contractor shall remove the lift arms on the Side Load Containers prior to off-site repair/refurbishment and painting.
- E6.9 The Contractor shall sandblast all the exterior steel surfaces and parts of all Front Load and Side Load Containers to completely remove the old paint.
- E6.10 The Contractor shall ensure all surfaces shall be properly cleaned and prepared prior to painting. Painting shall be performed in an atmosphere controlled spray booth.
- E6.11 The Contractor shall paint all exposed metal surfaces on the exterior of the newly refurbished Front Load and Side Load Containers including all new steel trim, lift arms and fork pockets and install the respective decals in accordance with E5.6.
- E6.12 The Contractor will perform repair/refurbishment to existing Roll Off Containers prior to painting. Repairs include, but not limited to:
- (a) welding repair as described in E5.3;
  - (b) Latch Post Assembly and Ratchet Arm Repair/Replacement as described in E5.4;
  - (c) any material, labour not herein specifically mentioned or included, but which may be required to complete the refurbishment of the Roll Off Containers, shall be furnished by the Contractor.
- E6.13 All broken Roll Off Container Rollers shall be replaced with new Rollers and hardware as specified in E2.2;
- (a) All bushings in the rollers shall be greased upon roller repair/replacement;
  - (b) All Roller components including pins and hardware shall be reattached with fasteners (bolts) fabricated from stainless steel and conform to ASTM F593/F594 -Type 304 where applicable.

## **E7. RELOCATION OF GARBAGE AND RECYCLING CONTAINERS**

- E7.1 The City may require the relocation of any Front and Side Load Containers on occasion.
- E7.1.1 The relocation may require moving a Container(s) to and from a location within city limits, including to a designated storage location within city limits. The Contract Administrator will direct the Contractor when and where to relocate the Containers.
- E7.2 The Contractor is responsible for all site and traffic control during loading and unloading processes.
- E7.3 Suitable care should be taken at all locations as not to damage the surrounding surfaces, especially asphalt, while relocating/transporting the Containers.

## **E8. EXTRA WORK**

- E8.1 Under this contract, Extra Work includes special work not already included, to be provided on a pre-negotiated, agreed upon hourly basis, which shall include an explanation of the time required to perform all remedial work such as panel dent repairs or hardware replacement. The

Contractor, under direction from the Contract Administrator, shall perform the hourly rate work to be completed within five (5) Business Days or otherwise directed by the Contract Administrator.

**E9. SUPPLY AND DELIVERY OF PARTS FOR RECYCLING DEPOT SIDE LOAD CONTAINERS**

E9.1 The Contractor shall prepare and deliver all parts including but not limited to; Lids, Lid Rods and Lid Locking Bars as authorized by the Contract Administrator. These parts will be for the use of City employees to perform any on-site maintenance to the Recycling Depot Side Load Containers as required.

**E10. RECYCLING DEPOT LOCATIONS**

E10.1 The site locations of the Recycling Depots are as follows:

(i)	St. James Civic Centre	2055 Ness Avenue
(ii)	Pan-Am (Clinic)	Poseidon Bay at Taylor Avenue
(iii)	Waverley (City Yard)	1539 Waverley Street
(iv)	Magnus Eliason Recreation Center	430 Langside Street
(v)	Brady 4R Winnipeg Depot	1777 Brady Road
(vi)	Pacific 4R Winnipeg Depot	1120 Pacific Avenue
(vii)	Panet 4R Winnipeg Depot	429 Panet Road

E10.2 The Recycling Depots listed in E10.1 are operational as of the date that this Contract was posted. The City reserves the right to add or delete Recycling Depots within the boundaries of the City at any time as required during the term of the Contract.

## APPENDIX A



