



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 254-2007

**COLLECTION AND MARKETING OF AN "ALL-FIBRE" PAPER RECYCLING
PROGRAM**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 COLLECTION AND MARKETING OF AN "ALL-FIBRE" PAPER RECYCLING PROGRAM

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 pm Winnipeg time, April 26, 2007.

B2.2 Bid Submissions determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision 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 Bid Opportunity 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 Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

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

B4. ADDENDA

B4.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B4.2 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.

B4.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B5. SUBSTITUTES

B5.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.

- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 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.
- B5.4 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 Substantial Performance and 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 Substantial Performance and Total Performance.
- B5.5 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.
- B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative shall 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 B13.
- B5.9 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.

B6. BID SUBMISSION

- B6.1 The Bid Submission consists of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices.

- B6.2 All components of the Bid Submission 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 in ink, to constitute a responsive Bid.
- B6.3 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.4 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Branch
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B6.4.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B6.5 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178
- B6.5.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.6 Bid Submissions submitted by internet electronic mail (e-mail) will not be accepted.
- B7. BID**
- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B7.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his 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.

B7.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.

B7.4.2 All signatures shall be original.

B7.5 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 Submission and the Contract, when awarded, shall be both joint and several.

B8. PRICES

B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices. All weights considered for payment shall be in metric tonnes.

B8.2 The Bidder will provide a unit fee in Canadian Dollars per metric tonne for collection. The unit collection fee shall be multiplied by the annual estimated tonnage. A positive number collection fee shall represent a fee payable to the Bidder, while a negative number collection fee shall represent a rebate payable to the City. The Bidder will keep all proceeds from the sale of the recycled paper.

B8.2.1 Prices on Form B: Prices shall include:

- (a) duty;
- (b) freight and cartage;
- (c) Provincial and Federal taxes (except the Goods and Services tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable) and all charges governmental or otherwise paid.
- (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.

B8.3 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.

B8.4 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.

B9. QUALIFICATION

B9.1 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;
- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;
- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work;
- (f) employ only Subcontractors who:
 - (i) are responsible and not suspended, debarred or in default of any obligation 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 Branch internet site at <http://www.winnipeg.ca/matmgt>); and

- (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
 - (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba);
- B9.2 The Bidder shall be prepared to 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.
- B9.3 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.

B10. OPENING OF BIDS AND RELEASE OF INFORMATION

- B10.1 Bid Submissions will not be opened publicly.
- B10.2 After the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B10.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B10.4 The Bidder is advised that any information contained in any Bid Submission may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B11. IRREVOCABLE BID

- B11.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B11.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B12. WITHDRAWAL OF BIDS

- B12.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
 - B12.1.1 Notwithstanding GC.7.06(2), the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
 - B12.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
 - B12.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:
 - (a) retain the Bid Submission until after the Submission Deadline has elapsed;

- (b) open the Bid Submission to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B12.1.3(b), declare the Bid withdrawn.

B12.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B11.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B13. EVALUATION OF BIDS

B13.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B5.

B13.2 Further to B13.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements if the interests of the City so require.

B13.3 Further to B13.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid Submission or in other information required to be submitted, that he is responsible and qualified.

B13.4 Further to B13.1(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.

B13.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.

B13.5 This Contract will be awarded as a whole.

B14. AWARD OF CONTRACT

B14.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B14.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B14.2.1 Without limiting the generality of B14.2, 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.

B14.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.

B14.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.

B14.4 Notwithstanding GC.3.01 and GC.3.02, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.

B14.5 The Contract Documents, as defined in GC.1.01(7), in their entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that they are not necessarily attached to or accompany said Purchase Order.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

C1.1 The *General Conditions for Provision of Services* (Revision 1996 02 05) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for Provision of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for Provision of Services*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of the collection and marketing of an "all fibre" paper program for various civic offices in accordance with the requirements hereinafter specified for a period from June 1, 2007 to May 31, 2009.
- D2.2 The major components of the Work are as follows:
- (a) Supply of recycling containers for the storage of all-fibre paper products at various City facilities. The container shall be either a recycling cart or steel front or rear-load type container
 - (b) The collection of the above containers on a set schedule from three times per week to bi-monthly (every two months), depending on location.

D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
 - (b) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Bids;

D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:
- Darryl Drohomerski, C.E.T.
Supervisor of Waste Diversion
111-1199 Pacific Avenue
R3E 3S8
- Telephone No. (204) 986-4484
Facsimile No. (204) 774-6729
Email ddrohomerski@winnipeg.ca

D4.2 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.

D5. CONTRACTOR'S SUPERVISOR

D5.1 At the pre-commencement meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D6. NOTICES

D6.1 GC.7.06 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

D6.2 GC.7.06 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.

D6.3 Further to GC.7.06, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.4, D6.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.

D6.4 All notices of appeal to the Chief Administrative Officer shall be sent to the following address or facsimile number:

The City of Winnipeg
Chief Administrative Officer Secretariat
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174

D6.5 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 address or facsimile number:

The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 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.

D8. WORKERS COMPENSATION

D8.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D9. INSURANCE

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

- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least five million dollars (\$5,000,000.00) at all times during the performance of the Work and until the date of Total Performance.

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the Contract Administrator with a certificate of insurance of each policy at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D9.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

D10. SECURITY CLEARANCE

D10.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence.

D10.2 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform Work.

D10.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work.

D10.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.

D10.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.

SCHEDULE OF WORK

D11. COMMENCEMENT

D11.1 The Contractor shall not commence any Work until he is in receipt of a Purchase Order 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 that the Contractor is 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;
 - (ii) evidence of the workers compensation coverage specified in D8;
 - (iii) evidence of the insurance specified in D9; and
 - (iv) the security clearances 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.
- D11.3 The Contractor shall not commence the Work on the Site before June 1, 2007.

D12. TOTAL PERFORMANCE

- D12.1 The Contractor shall achieve Total Performance by June 1, 2009.
- D12.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D12.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

CONTROL OF WORK

D13. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D13.1 Further to GC.5.02, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

MEASUREMENT AND PAYMENT

D14. PAYMENT SCHEDULE

- D14.1 Further to GC.9.01 and GC.9.03, payment for shall be in accordance with the following payment schedule:
- D14.2 Section E5.1 of these Specifications, listing current addresses, is provided for the convenience of the Bidder only. The City reserves the right to revise service location addresses as required by changes in its operations during the term of the Contract.
- D14.3 Each payment must clearly indicate, as a minimum:
- (a) the City's Purchase Order (PO) number;
 - (b) date(s) of Work;
 - (c) location(s) or address(es) of Work;
 - (d) itemized description, quantity and unit price(s) of Work performed;
 - (e) the total amount payable with GST and PST, where applicable, shown as separate amounts; and

- (f) the City is required to collect and remit GST on the sales of recycled paper. The City's registration number is R121682967.

D14.4 The Contractor will be expected to provide a payment certificate for each calendar month of the Contract using the unit collection fee multiplied by the actual monthly tonnages collected.

- (a) If the unit collection rate is positive, the City will pay the Contractor within fifteen (15) days of the receipt of the invoice.
- (b) If the unit collection rate is negative, and a rebate is owing to the City, the Contractor will provide payment to the City.
- (c) The invoice, and payment if applicable, shall be presented within seven (7) days of month end.
- (d) The Contractor will keep all proceeds from the sale of the recycled paper.
- (e) Further to B8.1 and B8.2, the City will not consider payment of any charges (e.g., minimum order charges, handling charges, container deposits, etc.) except those imposed by a government or regulatory authority having jurisdiction after the Submission Deadline, unless they are identified and quantified in the Bid Submission

PART E - SPECIFICATIONS

GENERAL

E1. GENERAL

E1.1 These Specifications shall apply to the Work.

E2. SERVICES

E2.1 The Contractor shall collect and market recyclable paper from various City offices in accordance with the requirements hereinafter specified.

E2.2 Item No. 1 - Collection of All-Fibre Paper shall be the collection of the following material: white bond paper, computer print out paper, self copying paper, boxboard, cardboard, magazines, window envelopes, fax paper, clean paper bags, coloured bond paper, glossy coated paper, envelopes, newspaper, file folders, recycled paper, catalogues, and directories.

E2.3 Item No. 2 - Supply of Recycling Containers shall mean a recycling container with a minimum capacity of 300 litres and a maximum capacity of 3000 litres. These containers shall be on wheels and have a lid to protect the contents from the environment. The containers may be either plastic or steel with a plastic lid.

E3. RESPONSIBILITY OF CONTRACTOR

E3.1 The Contractor shall

- (a) Collect and market recyclable paper collected from various City offices in a timely fashion by:
 - (i) Supplying the labour or means of collection for the various locations;
 - (ii) Setting a collection schedule for approval of the Contract Administrator for the various service locations listed in E5.1. As a maximum, three times per week collection will be provided. As a minimum, bi-monthly (every two months) service will be provided;
 - (iii) Supplying the necessary containership to collect the recyclable paper from the source bins and deliver to the central collection locations (e.g., bags or totes);
 - (iv) Keeping any collection bins, lock boxes or containers on the exterior of the collections and surrounding areas in a clean neat condition.
 - (v) Providing the service between the hours of 6:30 a.m. and 4:30 p.m. on business days.
- (b) Within ten days of award of the Contract, advise the Contract Administrator as to the schedule of collection and commencement of pickups of the recyclable paper in accordance with E5.1 for each service location.
- (c) Provide the Contract Administrator with monthly payment certificates and a report of the weights collected and the payment/revenue for each location monthly, complete with annual totals;
- (d) Exercise the utmost care and discretion in handling the recyclable paper generated by the City offices to ensure, to the greatest extent possible, that all will be handled in a safe and confidential manner;
- (e) New service locations may be required, or existing service locations may be cancelled. In such cases, the Contract Administrator will notify the Contractor of the new location or location to be cancelled. The Contractor will extend service to the new location within five business days of receipt of the notice.
- (f) Ensure that the office paper is recycled in an acceptable manner.

- (g) The Contract Administrator may require changes in the collection schedule. The Contractor will implement these changes within five business days of receipt of the notice.

E4. RESPONSIBILITY OF CITY

E4.1 The City shall:

- (a) Supply the recyclable paper containers at the sources (currently “blue box” container approximate size 36 cm x 21 cm x 38 cm);
- (b) Collect the recyclable paper from the sources and deliver it unsorted in the Contractor's collection containers to the collection locations for collection on the schedule supplied by the Contractor;
- (c) Further to E3.1(a), the City will use and supply black garbage bags at no cost to the Contractor if acceptable;
- (d) Make sure there is clear access to the collection locations for the Contractor's vehicle.
- (e) Provide recycling program participation information to select participants at service addresses as required.

E5. LIST OF LOCATIONS

- E5.1 The following Table lists the addresses that were serviced as of March 2007. These addresses may be changed in accordance with the terms and conditions of the Bid Opportunity. The Contractor may elect to supply many small containers or a large container to locations that may require more frequent service or presently have a large number of bins. The type of bin at each location will be coordinated through the Contract Administrator.

Address	Building Name or Tenant	Existing Collection Schedule	Number of Carts
300 Assiniboine Ave	Bonnycastle Park	Week 2/4	1
460 Assiniboine Park Dr	Civic Accommodations - Zoo office	Week 1/2/3/4	5
700 Assiniboine Park Dr	Civic Accommodations - Zoo	Week 1/2/3/4	1
1901 Brady Rd	Brady Road Landfill Site	Week 4	1
40 Commissary Rd	Civic offices	Week 1/2/3/4	3
251 Donald St	Millennium Library	Twice per week 1/2/3/4	7
100 Ed Spencer Dr	South End Water Pollution Control Centre	Week 4	3
65 Garry St	Planning, Property & Development	Week 1/2/3/4	7
1050 Henderson Hwy	Community Services - Henderson Library	Week 3	4
180 King St	Dynasty Building	Week 4	3
185 King St	Mandarin Building	Week 1/2/3/4	5
210 Lyle St	Winnipeg. Police Service	Week 4	2
100 Main St	Civic Accommodation	Week 1/2/3/4	3
395 Main St	Community Services - Recreation Services	Week 1/2/3/4	5
457 Main St	Confederation Life	Week 1/2/3/4	4
510 Main St	City Hall	Twice per week 1/2/3/4	13
2170 Main St	Kildonan Park Shops	Week 3	2
2230 Main St	North End Water Pollution Control Centre	Week 3	2
752 McGee St	Public Works Shops	Week 2/4	1
2546 McPhillips St	Fire / Paramedic Yard	Week 3	2
3001 Notre Dame Ave	Brookside Cemetery	Week 4	2
421 Osborne St	Winnipeg Transit	Week 1/2/3/4	4
1155 Pacific Ave	City Offices	Week 1/2/3/4	4
1199 Pacific Ave	Water and Waste Department	Week 1/2/3/4	3
1277 Pacific Ave	Public Works	Week 4	1
401 Pandora Ave E	Forestry Branch	Week 4	3
1350 Pembina Hwy	Fort Garry Police Station	Week 1/2/3/4	2
1500 Plessis Rd	Water and Waste	Week 2/4	4
552 Plinguet St	Water and Waste	Week 1/2/3/4	2
598 Plinguet St	Water and Waste	Week 3	1
55 Princess St	Winnipeg Police Service	Weeks 1/2/3/4	6
151 Princess St	Winnipeg Police Service	Week 2/4	3
219 Provencher Blvd	Building Services	Week 4	2
849 Ravelston Ave W	Water and Waste	Week 2/4	1
5006 Roblin Blvd	Civic Accommodation	Week 4	3
770 Ross Ave	Fleet Services Building	Weeks 1/2/3/4	1
1400 Rothesay St	Peguis Trail Health & Fitness Centre	Week 3	1
604 St Mary's Rd	Fire Paramedic Service - Fire Prevention Branch	Week 3	3
195 Tecumseh St	Repair Yard	Weeks 1/2/3/4	2
215 Tecumseh St	Repair Yard	Weeks 1/2/3/4	1
33 Warnock St	Environmental Health Services	Weeks 2 & 4	1
545 Watt St	Community Services - Recreation Services	Weeks 1/2/3/4	3
565 Watt St	East Maintenance Shop	Week 3	2
1539 Waverley St	Public Works/ Water & Waste	Week 2/4	3
7740 Wilkes Ave	West End Water Pollution Control Centre	Week 4	2
280 William Ave	Winnipeg Police Service	Weeks 1/2/3/4	1

E6. LIST OF COLLECTION WEIGHTS

E6.1 The following Table shows the monthly total collection weights for the service addresses over the course of the year 2006.

COLLECTION WEIGHTS - 2006													
Month	Jan	Feb	Mar	Apr	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
Weight (tonnes)	8.51	7.78	13.22	9.44	9.26	5.200	5.59	9.16	7.31	7.49	15.28	7.50	105.74