



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 744-2009

COLLECTION OF RECYCLABLES

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 COLLECTION OF RECYCLABLES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, December 22, 2009.

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

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in **Error! Reference source not found.**

B3. SITE INVESTIGATION

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

B3.2 The Bidder is responsible for determining:

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

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B4.2 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 promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B4.4 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.

B4.5 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.

B4.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

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 Bid Opportunity, 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.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- 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 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.
- 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, only to the Bidder who requested approval of the substitute.

- B6.6.1 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.
- 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 B14.
- 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.
- B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.6, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B15.1(a).

B7. BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
 - (c) Bid Security
 - (i) Form G1: Bid Bond and Agreement to Bond, or
Form G2: Irrevocable Standby Letter of Credit and Undertaking, or
a certified cheque or draft;
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B7.4 The Bid shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B7.4.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid.
- B7.5 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B15.1(a).
- B7.7 Bids submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.8 Bids shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B7.9 If the Bid 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 Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B8. BID

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

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

- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

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

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

B8.4 Paragraph 12 of Form A: Bid shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

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

B9. PRICES

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

B9.1.1 Notwithstanding C11.1.1, 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 Prices from Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B9.5 The Unit Price shall be payment in full for the annual collection and transportation of recyclables to the MRF for each collection type outlined on Form B: Prices.

B10. BID SECURITY

- B10.1 The Bidder shall provide bid security in the form of:
- (a) a bid bond, in the amount of at least ten percent (10%) of the Total Annual Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in the form included in the Bid Submission (Form G1: Bid Bond and Agreement to Bond); or
 - (b) an irrevocable standby letter of credit, in the amount of at least ten percent (10%) of the Total Annual Bid Price, and undertaking issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form included in the Bid Submission (Form G2: Irrevocable Standby Letter of Credit and Undertaking); or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", in the amount of at least fifty percent (50%) of the Total Annual Bid Price, drawn on a bank or other financial institution registered to conduct business in Manitoba.
- B10.1.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.
- B10.1.2 All signatures on bid securities shall be original.
- B10.1.3 The Bidder shall sign the Bid Bond.
- B10.1.4 The Surety shall sign and affix its corporate seal on the Bid Bond and the Agreement to Bond.
- B10.2 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly executed by the successful Bidder and the performance security furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.
- B10.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B10.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.
- B10.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.
- B10.3 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Bid Opportunity.

B11. QUALIFICATION

- B11.1 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.

B11.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B11.3 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);

B11.4 Further to B11.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>)

B11.5 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.

B11.6 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.

B12. OPENING OF BIDS AND RELEASE OF INFORMATION

B12.1 Bids will not be opened publicly.

B12.2 Following the Submission Deadline, the names of the Bidders and their Total Annual 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 Division website at <http://www.winnipeg.ca/matmgt>

B12.3 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 Division website at <http://www.winnipeg.ca/matmgt>

B12.4 The Bidder is advised that any information contained in any Bid 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.

B13. IRREVOCABLE BID

- B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid.
- B13.2 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 performance security 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.

B14. WITHDRAWAL OF BIDS

- B14.1 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.
- B14.1.1 Notwithstanding C23.3, 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.
- B14.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 11 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B14.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
 - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 11 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B14.1.3(b), declare the Bid withdrawn.
- B14.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B13.2 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, including the right to retain the Bidder's bid security.

B15. EVALUATION OF BIDS

- B15.1 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, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11 (pass/fail);
 - (c) Total Annual Bid Price ;
 - (d) economic analysis of any approved alternative pursuant to B6;
- B15.2 Further to B15.1(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.
- B15.3 Further to B15.1(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 is responsible and qualified.
- B15.4 Further to B15.1(c), the Total Annual Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

- B15.4.1 If there is any discrepancy between the Total Annual Bid Price written in figures, the Total Annual 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.
- B15.4.2 Further to B15.1(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.
- B15.5 This Contract may be awarded on the basis of:
- (a) Alternative 1 – Weekly Manual Collection of Recyclables in Approved Blue Boxes; or
 - (b) Alternative 2 – Weekly Automated Collection of Recyclables in 240 Litre Carts; or
 - (c) Alternative 3 – Bi-Weekly Automated Collection of Recyclables in 240 Litre or 360 Litre Carts;
- as identified on Form B: Prices. Each alternative will be evaluated in accordance with the specified evaluation criteria.
- B15.5.1 Notwithstanding B9.1, the Bidder may, but is not required to, bid on all alternatives.
- B15.5.2 Further to B15.1, and notwithstanding B16.3, the City shall not be obligated to award any alternative to the responsible Bidder submitting the lowest evaluated responsive Bid for that alternative. The City shall have the right to choose the alternative which is in its best interests. In considering the best alternative, the City may utilize the results of public surveys conducted in November 2009, resulting in a Recycling Study Report to Council.
- B15.5.3 Notwithstanding B16.3, the City shall have the right to choose the alternative that is in its best interests. If the Bidder has not bid on all alternatives, he shall have no claim against the City if his partial Bid is rejected in favour of an award of the Contract on the basis of an alternative upon which he has not bid.

B16. AWARD OF CONTRACT

- B16.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B16.2 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.
- B16.2.1 Without limiting the generality of B16.2, 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.
- B16.3 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 in accordance with B14.
- B16.3.1 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.
- B16.4 Notwithstanding C4 and Paragraph 7 of Form A: Bid, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B16.5 The Contract Documents, as defined in C1.1(n) (ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the Collection of Recyclables from locations within the City of Winnipeg for the period of September 16, 2010 to March 2, 2018.

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

- (a) Collection of Recyclables with the City of Winnipeg; and
- (b) Delivery of Recyclables to the MRF within the City of Winnipeg.

D2.3 The Work shall be performed on a weekly or bi-weekly basis during the term of the Contract in accordance with E1

D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "Bi-Weekly" means the Work occurs once every two (2) weeks.
- (b) "Blue Box" means any rigid plastic container approved by the Contract Administrator supplied by the participant;
- (c) "Cart" means a rigid plastic wheeled container as supplied by the City and/or approved by the Contract Administrator;
- (d) "MRF" means Material Recovery Facility, a MRF where the Contractor is to deliver the recyclables;
- (e) "Recyclables" means any material listed in E3.1 or deemed acceptable by the Contract Administrator.
- (f) "Non-recyclables" means any material not listed in E3.1, or deemed unacceptable by the Contract Administrator; and any material listed in E3.1 that is contained in a bag, with the exception of E3.1(i); and definition
- (g) "RFID" means Radio Frequency Identification.
- (h) "Walk-Up Service" means the Contractor must collect the collection container from within two (2) metres of the customers' front or back door on their residential premises, and return the collection container to the set-out location after emptying the recyclables.

D3.2 Notwithstanding C1.1, when used in this Bid Opportunity:

- (a) "Site" means any pick up location.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Randy.Park, C.E.T
Supervisor of Waste Diversion
Water & Waste Department
109-1199 Pacific Avenue
Winnipeg, MB
R3E 3S8

Telephone No. (204) 986-6806
Facsimile No. (204) 774-6729
Email: rpark@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 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.
- D5.2 Before commencement of Work, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D6. NOTICES

- D6.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:
- The City of Winnipeg
Chief Financial Officer
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174

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. INSURANCE

- D8.1 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 required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work;

- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 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.
- D8.4 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.
- D8.5 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.

D9. PERFORMANCE SECURITY

- D9.1 The Contractor shall provide and maintain Performance Security until one (1) month from the total performance of the Contract in the form of:
- (a) Performance Bonds of a company registered to conduct the business of a surety in Manitoba in the forms attached to these Supplemental Conditions (Form H1: Performance Bonds); the first ("Initial Performance Security") for three years in the amount of fifty percent (50%) of the Total Annual Bid Price, and subsequent performance bonds ("Renewal Performance Security"). Each such Renewal Performance Security shall be no less than one (1) year in duration and in the amount of fifty percent (50%) of the annual value of the Contract. In addition to the Performance Bond, the Contractor shall provide an irrevocable Standby Letter of Credit issued by a bank or other financial institution registered to conduct business in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifteen percent (15%) of the annual value of the Contract. Failure by the Contractor to maintain performance security shall constitute a default under this Contract entitling the City to all rights and remedies available to it at law, including the right to draw the full proceeds of the Standby Letter of Credit without notice and any such monies may be used as provided in this Contract in the event of default; or
 - (b) an irrevocable Standby Letter of Credit issued by a bank or other financial institution registered to conduct business in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Total Annual Bid Price of the Contract; or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Total Annual Bid Price of the Contract.
- D9.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.
- D9.2 If the bid security provided in his Bid Submission was not a certified cheque or draft pursuant to B10.1(c), the Contractor shall provide the City Solicitor with the required performance security within thirty (30) Calendar Days of notification of the award of the Contract by way of letter of intent and prior to the commencement of any Work on the Site but in no event later than the date specified in C4 for the return of the executed Contract.
- D9.3 Renewal of Performance Security
- (a) Further to D9.1(a), the Renewal Performance Security shall be provided to the City no later than sixty (60) Calendar Days prior to the expiry of the Current Performance Security.

SCHEDULE OF WORK

D10. COMMENCEMENT

- D10.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D10.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the insurance specified in D8;
 - (iv) the performance security specified in D9;
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

CONTROL OF WORK

D11. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D11.1 Further to C6.23, 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).

D12. SAFETY

- D12.1 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.
- D12.2 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;

D13. ORDERS

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

D14. RECORDS

- D14.1 The Collection Contractor shall record, as a minimum:
- (a) Amounts of recyclables collected on a daily basis;
 - (b) Individual gross and net truck weights for each load of recyclables delivered to the MRF;
 - (c) Detailed route maps for each truck and collection day;

- (d) A record of all locations where the Contractor was not able to provide service and the reason;
- (e) For Alternatives B and C only: Photos/video of cart contents with high contamination which must be stored in a common video/photo file format.

D14.2 The Contractor shall provide the Contract Administrator with a copy of the records within seventy two (72) hours of a request.

D14.3 Further to clauses D14.1(d) and D14.1(e), and notwithstanding D14.2 the Contractor shall provide the record at the end of each collection day.

MEASUREMENT AND PAYMENT

D15. INVOICES

D15.1 Further to C11, the Contractor shall submit an invoice for each order delivered. Revise D15.1 if necessary, e.g., "... monthly invoices for all orders delivered during the previous calendar month."to:

The City of Winnipeg
Water and Waste Department
Finance and Administration Division
112-1199 Pacific
Winnipeg MB R3E 3S8
Facsimile No.: (204) 986-3745

D15.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date(s) of provision of services;
- (c) daily tonnages collected per truck;
- (d) MRF scale ticket number;
- (e) the amount payable with GST shown as a separate amount;
- (f) the Contractor's GST registration number and;
- (g) Monthly bonus/penalty amounts.

D15.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D16. UNIT PRICE ADJUSTMENT

D16.1 The unit prices specified on Form B: Prices will be adjusted on the first Contract, anniversary date, and subsequent anniversary dates based on the percentage increase or decrease in the unit prices for the Contract year, based on 50% of percentage change in Index "A", plus 20% change in Index "B", plus 15% change in Index "C". The calculation of the adjustments, after the first year of the Contract to the duration, will be based on September of the previous year to September of the current year. In the event of a decrease, the unit prices will remain the same. Nonetheless; the maximum annual adjustment shall not exceed 10%.

D16.2 Further to D16.1, in the first year of the contract, the unit prices specified on Form B: Prices will be adjusted on the first day of the Contract, using base-line data of January 2010, from the three Consumer Price Indices in D16.3. In the event of a decrease, the unit prices will remain the same. Nonetheless; the maximum adjustment shall not exceed 10%.

D16.3 Indices "A", "B", and "C" are as follows:

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

- (b) Index "B" - Gasoline (private transportation) Consumer Price Index for the Province of Manitoba (Statistics Canada Reference Table 326-0020)
- (c) Index "C" - Average hourly earnings – employees paid by the hour in Truck Transportation for the Province of Manitoba (Statistics Canada Reference Table 281-0029)

D16.4 Indices "A", "B", and "C" will be those prepared by Statistics Canada. As some of the indices are not available from Statistics Canada until some time after the adjustment date, the amount of adjustment will be retroactive to the adjustment date.

D17. PAYMENT

D17.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D17.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D18. WARRANTY

D18.1 Warranty is as stated in C12.

D18.2 Notwithstanding C12, the Contractor shall, at his sole cost and expense, maintain the Work against any and all claims or deficiencies or otherwise which may arise for a period of one (1) month from the end of the contract.

Conclusion of Warranty Period

D18.3 At least two (2) weeks prior to the expiration of the Warranty Period, or upon correction of all outstanding deficiencies, whichever is later, the contractor shall arrange, attend and assist in the acceptance of the Work. The Contract Administrator shall, on being satisfied that all outstanding deficiencies have been corrected, issue a Certificate of Acceptance for the Work to be dated not earlier than one (1) month after the date of Certificate of Total Performance or the date that the Contractor corrects the final deficiencies, whichever is the later, thereby terminating the Warranty Period. The Certificate of Acceptance will, subject to Clause C12, indicate acceptance of the due performance of the Contract.

Extension of Warranty Period

D18.4 Further to Clause C12, in the event that all outstanding deficiencies have not been corrected to the satisfaction of the Contract Administrator at least one (1) week prior to the expiration of the Warranty Period, the Contractor shall be required to provide and maintain, at his sole cost and expense, an extension of the Performance Bond for a further one (1) month term with regard to those items of work that have been identified as still being deficient. Failure to do so shall result in the City realizing on the Performance Security.

FORM H1: PERFORMANCE BOND – INITIAL PERFORMANCE SECURITY
(See D9)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$_____)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee dated the

_____ day of _____, 20____, for:

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 744-2009

COLLECTION OF RECYCLABLES

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the first three (3) years of the Contract;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above. Notwithstanding the terms of the Contract, non-renewal of the bond shall not be considered a default that would entitle the Obligee to claim against the Surety.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

FORM H1: PERFORMANCE BOND – RENEWAL PERFORMANCE SECURITY

(See D9)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$_____)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee dated the

_____ day of _____, 20____, for:

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 744-2009

COLLECTION OF RECYCLABLES

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof for the period from _____(DD/MM/YY) to and including _____(DD/MM/YY).

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above. Notwithstanding the terms of the Contract, non-renewal of the bond shall not be considered a default that would entitle the Obligee to claim against the Surety.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D9)

(Date)

The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 744-2009
COLLECTION OF RECYCLABLES

Pursuant to the request of and for the account of our customer,

(Name of Contractor)

(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

_____ Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The drawing included in this work as appendix A is as follows:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
G-SW-RE-0001-01	Collection Area by Day Cycle

E2. COLLECTION OF RECYCLABLES

E2.1 The Work to be done under the Collection Contract shall consist of supplying all the necessary labour, tools, plant, and equipment to perform the Work in accordance with the Contract including, but not limited to:

- (a) Collection of single stream recyclables from approximately 187,000 sites on a frequency in accordance with the City of Winnipeg collection schedule;
- (b) Attaching non-compliance notices to collection containers where residents have not met the requirements of the program;
- (c) Delivery of collected recyclables to the MRF located within the City of Winnipeg;
- (d) Providing walk-up service to locations as directed by the Contract Administrator;
- (e) Supply and/or Delivery of collection containers to new sites; and
- (f) Responding to service requests, providing remedial services and forwarding required information to the Contract Administrator.

E2.2 Satisfactory performance of the Work will be paid for on the following Unit Price.

- (a) Collection of the Recyclable materials will be paid on a unit basis per metric tonne for collection and delivery of the recyclables to the MRF.
- (b) The unit price for Walk-up Service shall be the price to provide service for a 12 month period. Payment will be made each month based on 1/12 of the bid price and the number of locations eligible for this service at the end of the month.
- (c) The unit price for the Delivery of a Blue Box to New Service for Alternative A shall be the price to supply and deliver a new collection container to a newly built site at the request of the Contract Administrator.
- (d) The unit price for the Delivery of a Cart to New Service for Alternative B and Alternative C shall be the price to deliver a new collection container to newly built site at the request of the Contract Administrator.

E3. RECYCLABLE MATERIALS

E3.1 Recyclable materials or recyclables accepted in the City of Winnipeg program are:

- (a) Milk and juice cartons (gable top containers);
- (b) Juice boxes (aseptic containers);
- (c) #1 - #7 plastic containers;
- (d) Steel (tin) food cans;
- (e) Aluminum beverage cans;
- (f) Glass jars and bottles;;
- (g) Newspaper, flyers, junk mail

- (h) Household paper, magazines, envelopes;
- (i) Shredded paper contained in a bag;
- (j) Phone books;
- (k) Corrugated Cardboard: dimensions 1 metre or less in length and/or width; and
- (l) Boxboard.

E3.2 The composition of the recyclables is contained in Appendix C.

E4. PREPARATION OF RECYCLABLES

E4.1 The Contractor shall collect the entire contents of each container placed out for collection.

E4.1.1 The Contractor shall collect Blue Boxes that:

- (a) Are set out in a location within 3 metres of the roadway;
- (b) Contain only recyclable materials as per E3.1;
- (c) Have all recyclables placed loosely in collection container, except for shredded paper which is allowed to be placed in a clear plastic bag and placed in or beside container; and
- (d) Have cardboard placed in, underneath or beside the recycling container(s), either tied or untied.

E4.1.2 The Contractor shall collect Carts that:

- (a) Are in a set out location at the location designated by the Contract Administrator;
- (b) Contain only recyclable materials as per E3.1; and
- (c) Have all recyclables placed loosely in collection container, except for shredded paper which is allowed to be placed in a plastic bag and placed inside the cart.

E5. HAZARDOUS AND SIMILAR MATERIALS

E5.1 The Contractor is not required to collect, remove, transport, or process any hazardous materials. Any inadvertent contact with hazardous material shall be the sole responsibility of the Contractor. Any hazardous material found in a collection container shall not be collected, including all containers marked with the commonly accepted symbols for "poison", "flammable", "explosive", and "corrosives".

E6. CHANGE IN RECYCLABLES COLLECTED

E6.1 Additional types of recyclables may be added or existing materials deleted during the term of this Contract. In the event that adding these recyclables to the Contract changes the cost of collection to the Contractor, the City of Winnipeg will assess these costs, and payment thereof, in accordance with C 7.

E7. CONTRACT QUANTITIES

E7.1 It is estimated that there will be approximately 40,000 tonnes per year of recyclables collected. A five year history of the amount of the recyclables collected each year is contained in Appendix C.

E7.2 In the event the recycling tonnages increase, either through an increase in the number of locations to be serviced, an increase in the amount of recyclables in the waste stream or an increase in the participation rate, the Contractor shall be paid for the additional tonnes in the amount of the unit price bid on Form B for the collection of recyclables.

- E7.3 The Contractor shall provide service to unlimited numbers of acceptable containers filled with recyclables from each location.

E8. COLLECTION SCHEDULE

- E8.1 In alternatives A and B, the City of Winnipeg provides recycling collection to every location approximately 50 times per year. The collection schedule is based on the "add-a-day" system where the five-day cycle is advanced on holidays. A sample of the 2009 - 2010 collection schedule is contained in Appendix B.
- E8.2 In alternative C, the City of Winnipeg provides recycling collection to every location approximately 25 times per year. The collection schedule is based on the "add-a-day" system where the five-day cycle is advanced on holidays. A sample of the 2009 - 2010 collection schedule is contained in Appendix B.
- E8.3 For bi-weekly collection, the Contractor shall submit, for approval by the Contract Administrator, a detailed plan for the collection schedule at least 120 Calendar Days before the start of collection.

E9. COLLECTION AREAS

- E9.1 For this contract recycling collection will be in the same location as garbage collection.
- E9.2 The collection areas that correspond to the collection schedule are indicated in Appendix A.
- E9.3 For bi-weekly collection, the Contractor shall submit for approval by the Contract Administrator, a detailed plan for the collection schedule at least 120 Calendar Days before the start of collection.
- E9.4 Changes to the collection areas may be made for reasons of efficiency and productivity. Should the Contractor wish to change the collection areas, the Contract Administrator shall be notified in writing at least four (4) weeks prior to the proposed date of change. Any change shall be subject to the approval of the Contract Administrator. The Contractor shall be responsible for the duplication and delivery to each affected premise of a suitable notice of the change, prepared and authorized by the Contract Administrator.
- E9.5 Should the Contract Administrator wish to change the specified schedule or location of pick-ups during the course of the Contract, the Contractor will be notified in writing at least four (4) weeks prior to the proposed date of change. The City shall be responsible for the duplication and delivery to each affected premise of a suitable notice of the change.
- E9.6 The Contractor must not arbitrarily alter the starting point of any route without first notifying the Contract Administrator.

E10. COLLECTION IMPLEMENTATION PLAN

- E10.1 A schedule of activities and detailed procedures related to the effective implementation of the Contract will be developed by the Contractor and submitted sixty (60) days after receiving the notification of award of Contract. This plan shall include completion dates for each activity. The procedures, activities and completion schedule shall not be in conflict with the terms of the Contract. As a minimum, the following items are to be included in the implementation plan:
- (a) Staffing details (e.g. number of vehicles, number of staff, expected delivery date of equipment)
 - (b) Procedures for orientation of collection personnel including route familiarization, public relations, safety and customer service training and coordination/cooperation with City staff.
 - (c) Provide the Contract Administrator with route maps for each truck and for each day of the week.

E11. COLLECTION VEHICLES

General

- E11.1 The Contractor shall ensure that all collection equipment and vehicles comply with all Federal, Provincial and Municipal government acts and regulations.
- E11.2 Collection vehicles shall be properly constructed, maintained, and sufficiently enclosed to prevent or eliminate the depositing of any debris onto the streets during the performance of the Contract. Each collection vehicle shall carry sufficient hand-tools (e.g. brush, broom and shovels) to facilitate cleaning up any debris that may have been dropped or spilled by the Contractor. Collection vehicles shall conform to current industry standards and have fully enclosed metal bodies of sufficient capacity (to protect materials from weather), mounted on an adequate truck chassis.
- E11.3 The Contractor shall be responsible for any spillage that may be discharged from the collection vehicle.
- E11.4 Each collection vehicle shall be equipped with a two-way communication system.
- E11.5 The collection fleet shall include vehicles capable of providing service to all front streets, back lanes, and access roads according to the collection areas provided in Appendix A.
- E11.6 Letters and numbers used for identification purposes must be a minimum of ten centimetres (10 cm) in height and positioned in such a manner as to be clearly visible when viewed from both sides and rear of the collection vehicle.
- E11.7 The Contractor shall utilize collection vehicles that are used exclusively for this Contract. Approval to utilize collection vehicles for purposes outside the scope of this Contract shall require the written approval of the Contract Administrator.
- E11.8 The Contract Administrator may also require the Contractor to affix signs on each side and/or the rear of each collection vehicle that proclaim messages of public interest or promote any aspect of solid waste/recycling programs being carried on by the City of Winnipeg. Said signs shall be paid for and supplied by the City. The City shall be responsible for all costs associated with affixing the signs to each collection vehicle in a manner and position acceptable to the Contract Administrator.
- E11.9 Notwithstanding any other legislation or regulation, the Contractor shall keep the collection vehicle in a clean and presentable condition and free from any visible rust and damage. Any visible rust or damage shall be repaired within 60 Calendar Days of notification.
- E11.10 Vehicles used in the performance of these Works shall be no older than the model year 2009 without the expressed written permission of the Contract Administrator.
- E11.11 Each collection vehicle shall be equipped with a Global Positioning System (GPS) that has a common program form that will be made available to the City of Winnipeg.
- E11.12 The electronic equipment on each vehicle including, but not limited to, cameras, GPS devices, RFID readers and monitors shall be capable of functioning in extreme temperatures of -40°C to +60°C.

Automated Collection

- E11.13 Collection vehicles must be equipped with a mechanical lift mechanism, and must be capable of dumping carts and replacing cart to its original location without damage to cart. Lift mechanism must be capable of picking up and dumping carts past any obstructions or parked vehicles.
- E11.14 Each collection vehicle shall be equipped with a RFID reader device that has a common program format that will be made available to City of Winnipeg.

- E11.15 Each collection vehicle shall be equipped with a video monitoring system. The camera(s) and monitor shall be mounted in such a way that allows the operator to inspect the contents of each cart load. The system must record all photos/videos and must store the information in a common video/photo file format. The system should be compatible with the RFID reader device and/or the GPS device.
- E11.16 Over the duration of the Contract, should other innovations in technology that can enhance the collection program, the City reserves the right to install said devices on each collection vehicle. The cost of the supply and installation of said equipment will be borne by the City.

E12. COLLECTION CONTAINERS

- E12.1 In the event of a dispute about what is or what is not an acceptable container, the Contract Administrator shall be the sole arbitrator and his/her decision is final.
- E12.2 Over the duration of the Contract, should innovations in recycling collection containers produce other styles or sizes of containers, that are accepted in the industry and available through retail outlets, the City reserves the right to adjust clause E12.4 to include said containers in the Contract. The introduction of said containers will not alter or affect the prices stipulated in the Schedule of Prices.

Manual Blue Box Collection - Alternative A

- E12.3 To participate in the Blue Box recycling program, the participant must have at least one approved collection container.
- E12.4 An approved collection container shall be defined as follows:
- (a) Industry Accepted, Rigid, Plastic box;
 - (b) Minimum capacity: 50L (13 US Gal) approximate; and
 - (c) Colour: Blue.
- E12.5 When set out with E12.4, other additional acceptable containers include:
- (a) Rigid cardboard boxes;
 - (b) Rigid plastic boxes; and
 - (c) Plastic bags, for shredded paper only.
- E12.6 Acceptable collection containers shall weigh no more than 25 kgs at any time including container and contents.
- E12.7 New collection containers delivered to new homes and replacement containers must be approved by the Contract Administrator.

Automated Collection – Alternative B & C

- E12.8 To participate in the automated recycling program, the participant will be given one City of Winnipeg approved collection cart. The cart will be a North American industry standard 240 or 360 L blue cart supplied by the City.
- E12.9 The Contractor must provide a storage area for a minimum of 300 carts for the delivery of carts to new locations. The cost of said storage area and its operation will be borne by the Contractor.

E13. METHOD OF COLLECTION

General

- E13.1 The collection containers shall have a regular point of collection that is adjacent to, or in a roadway, notwithstanding E13.15.

- E13.2 The hours of collection shall be between 8:00 a.m. and 6:00 p.m. In the cases of unusual delay, emergency or equipment breakdown, the Contractor may extend the hours of collection accordingly, provided that the Contractor reports any deviation from the schedule to the Contract Administrator. In any event, the Contractor may not start earlier than 8:00 a.m. or carry out collections past 10:00 p.m.
- E13.3 The Contractor shall return emptied collection containers to the same location situated prior to pick-up.
- E13.4 The Contractor shall not damage, misuse or permanently remove any collection containers. Should the collection container suffer damage or total loss resulting from unreasonable use by the Contractor, as determined at the sole discretion of the Contract Administrator, the Contractor will repair or replace the collection container. The Contractor must report any damage or removal to containers to the Contract Administrator. All costs associated with the repair of containers, the supply and delivery of replacement containers will be borne by the Contractor.
- E13.5 The Contractor shall collect and remove any and all materials that may have been spilled during collection. The cleanup of any spillage will be considered, as incidental to the Contract and no additional payments will be made for any such Work.
- E13.6 Further to E13.5, the Contract Administrator reserves the right to authorize or undertake the cleanup, should the Contractor, in the opinion of the Contract Administrator, failure to satisfactorily clean up spillage. All costs incurred by the Contract Administrator for said Work will be charged to the Contractor.
- E13.7 Where the Contractor receives notice of a missed area, street or partial street, and staff and equipment are still available in that workday, the missed area(s) shall be collected prior to the end of the same Working Day. Where the staff and equipment are not reasonably capable of being mobilized to address the missed sector(s), the Contractor shall schedule such missed collection as the initial collection of the subsequent day. Where the Contractor does not respond accordingly, the City reserves the right to carry out such collections. All costs associated with such collections will be charged to the Contractor.
- E13.8 The non-compliance notice shall be supplied by the Contractor and approved by the Contract Administrator.
- E13.9 Failure to leave a non-compliance notice in the appropriate situation may result in the pick-up being declared a "service deficiency" under E15.
- E13.10 In carrying out of the Work, or any portion thereof, the safety and convenience of the public must always be specifically considered and provided for by the Contractor. The Contractor must not obstruct any street, thoroughfare or sidewalk longer or to any greater extent than is absolutely necessary in the opinion of the Contract Administrator.
- E13.11 Recyclables from any establishment other than those serviced by this Contract will not be allowed to be collected along with the recyclables generated from this Contract unless approved in writing by the Contract Administrator.
- E13.12 The Contractor will deliver all loads to a MRF located within the City of Winnipeg, as directed by the Contract Administrator. The usual hours of operation of the MRF, including truck weigh scale, are 7:00 A.M. to 6:00 P.M. Monday to Friday, not including statutory holidays and weekends. The Contractor may provide written request to the Contract Administrator to deliver material to the MRF outside of the regular operating hours. Only under certain circumstances will a request be considered.
- E13.13 The Contractor shall weigh in and weigh out every load at the MRF. The Contractor shall be required to obtain from the MRF, weigh tickets for every load.
- E13.14 If, in the opinion of the Contract Administrator, the Contractor is not performing the Work reasonably in accordance with the approved schedule, the Contract Administrator may demand,

in writing, more trucks and/or staff to be provided by the Contractor immediately, and upon the Contractor's failure to provide them, the City may arrange to hire additional trucks and staff and charge the cost of such hire to the Contractor. The Contractor shall immediately notify the Contract Administrator or designate whenever peak period excesses or equipment breakdowns occur that are likely to generate delays in the regularly provided collection service. The Contract Administrator shall be advised as to the Contractor's plans to correct this deficiency in service.

Walk-Up Service

E13.15 At those premises designated by the Contract Administrator, the Contractor shall provide Walk-Up Service to collect the collection container from a location adjacent to the house. This service is applicable only to specifically approved residential premises (either served by a back lane or front street) designated by the Contract Administrator.

E13.16 The Contract Administrator will provide and maintain the Walk-Up Address Service List, and reserves the right to add or delete premises.

Manual Collection

E13.17 The Contractor shall collect all recyclables placed out for collection. In the event that a dispute about what is and is not a recyclable material, the Contract Administrator shall be the sole arbitrator and his/her decision is final.

E13.18 The Contractor shall collect all recyclables placed out for collection. The Contractor shall not collect any non-recyclables or shall not service any unacceptable containers.

E13.19 Contractor shall affix a non-compliance notice to the collection containers in the event that participants do not set out acceptable materials or use acceptable collection containers.

E13.20 The Contractor shall be responsible to ensure that no more than five (5)% by weight of the material in the collection vehicle is non-recyclables. In the event that it is, the Contractor shall be responsible for the sorting of the load and disposal of the non-recyclables.

Automated Collection

E13.21 Collection of recyclables from automated carts shall be from automated collection vehicles.

E13.22 Residents will be instructed to place carts on the same side of lane as utility poles so as to allow a single pass of the collection vehicle down the lane. The Contract Administrator reserves the right to alter the collection location.

E13.23 The Contractor shall be responsible for dumping of all carts that have no obstruction immediately between cart and collection truck. Extra material and/or additional carts are not considered obstructions.

E13.24 The Contractor will be required to service all carts set out for collection but is not required to collect any material set outside the cart.

E13.25 Using the video monitoring system, the Contractor will be required to monitor the contents of each cart for contamination. In the event that a cart contains obvious contamination, the Contractor must record the address and a photo/video of the contents, and provide to the Contract Administrator as per clause D14.1.

E13.26 Carts that have visible contamination prior to dumping must not be collected. A non-compliance notice must be affixed to the cart, and a record of locations must be provided to the Contract Administrator at the end of the collection day.

E13.27 Where Walk-Up service participants exist, the collector is required to collect and replace the cart from a location on the property as directed by the Contract Administrator.

E14. IMPASSABLE ROADWAYS

- E14.1 The recyclables shall be collected under all weather conditions, with the exception of impassable roadways due to an act of God (such as a flood or an exceptionally heavy snowfall) which temporarily prevents the performance of the Works of the Contract.
- E14.2 The following are considered temporary obstructions and not impassable roadways. Some examples are but not limited to; emergency, service or other vehicles parked in traffic lanes, construction sites indicated with local access only signs and the like, and/or collection containers.
- E14.3 If the Contractor encounters an impassable roadway or temporary obstruction, they must notify the Contract Administrator immediately.
- E14.4 In the event that the roadway is declared by the Contract Administrator to be impassable, the Contractor and Contract Administrator shall mutually agree to a method of removing the recyclables affected by the obstruction and the Contractor shall remove the recyclables agreed to by the next Working Day. Payment for the additional Work involved in the collection of the recyclables removed in this manner will be made as extra Work under this Contract. The extra Work entitlement shall be only that Work which is required by the Contractor to remove the recyclables from the impassable roadway to a point where it can be picked up by the Contractor at the nearest passable roadway. No extra Work is to be carried out until a payment amount is agreed upon by the Contractor and Contract Administrator.
- E14.5 However, even in roadways declared impassable, areas or parts of areas that are able to be collected shall be serviced. Service may be temporarily postponed only with the permission of the Contract Administrator. Should a temporary postponement of service be allowed, service must be resumed at the earliest possible time following the postponement, or as stipulated by the Contract Administrator.
- E14.6 In the event that the roadway is declared by the Contract Administrator not to be impassable, the Contractor must return the same day by 6 p.m. where the temporary obstruction was encountered and service the location(s). If the obstruction remains after 6 p.m. the Contractor must return and collect the recyclables first thing the next day. If the roadway remains obstructed, the Contractor shall immediately notify the Contract Administrator
- E14.7 Should weather conditions exist such that the Contract Administrator deems it necessary to omit certain collections altogether, no payments will be made, even though the recyclables are generated and shall be picked up on subsequent collections.

E15. SERVICE STANDARDS

- E15.1 The City of Winnipeg uses the 311 Call Centre and tracks service deficiencies and other requests from its customers. Every communication to 311 generates a service request. Service requests are categorized into four main categories:
- (a) Missed Collection -Service Deficiency;
 - (b) Missed Collection –Same Day Miss;
 - (c) Request for New Service; and
 - (d) Miscellaneous.
- E15.2 Missed Collection-Service deficiencies are typically, but not limited to, instances of:
- (a) Missed collection;
 - (b) Misplaced or damaged collection container;
 - (c) Spillage;
 - (d) Dangerous driving;
 - (e) Profanity;

- (f) Damage to private or public property;
- (g) Excess noise; and
- (h) Providing service outside of the hours stated in clause E13.2 without prior consent from the Contract Administrator.

- E15.3 A call to 311 regarding missed collection that is received prior to 6 p.m. on the same day as the scheduled collection is not a service deficiency.
- E15.4 Discretion will be applied by the Contract Administrator in cases where there are circumstances beyond the control of the Contractor such as high winds. This discretion will only be applied in a limited number of cases.
- E15.5 The Contract Administrator shall provide the Contractor a copy of every service request. The City will supply and install associated software in the Contractor's office to directly receive service requests electronically. The Contractor will be required to complete the work order electronically and route to the City in order to complete the service request. The City will provide software application training during this process.
- E15.6 If the service request is a service deficiency, the Contractor shall remedy the service deficiency within 24 hours of receipt, and report back to the City within 48 hours of receipt, the time and date when the remedy occurred. Failure to do so will result in a penalty of \$100.00 per occurrence.
- E15.7 If there are more than 15 service deficiencies on any day, a penalty of \$100.00 per service deficiency, in excess of 15, will be assessed.
- E15.8 A penalty of \$300.00 will apply to each service deficiency indicated in clause E15.2 (h). The deficiency in E15.2(h) will not be included in the amount of service deficiencies described in E15.7.
- E15.9 At the end of every month, the Contractor Administrator will generate a report for all addresses that have experienced three or more service deficiencies during the previous six months. A penalty of \$200.00 per address on the report will be assessed.
- E15.10 If there are less than 12 service deficiencies on any day, an incentive bonus will be paid in the amount of \$300.00 per day.
- E15.11 For Alternative A, in order to allow for the Contractor to become familiar with the Work, E15.7 and E15.8 will not apply for the first 45 days of this Contract.
- E15.12 For Alternative B and C, in order to allow for the Contractor to become familiar with the Work, E15.7 and E15.8 will not apply for the first 75 days of this Contract.
- E15.13 Service shall be extended to all new or additional residents immediately when directed by the Contract Administrator.
- E15.14 When requested by the Contract Administrator, the Contractor shall deliver a new collection container to new homes within 72 hours of receipt of the service request.

E16. DISMISSAL OF EMPLOYEES

- E16.1 In addition to C.5.6 of the General Conditions, the Contract Administrator may request the suspension, discharge, or other disciplinary action of any employee for but not limited to one or more of the following offences during working hours, and the Contractor shall comply with such request as promptly as possible:
- (a) Found in possession of or under the influence of alcohol and/or mind-altering drugs;
 - (b) Unsafe practices or criminal actions;
 - (c) The use of foul, profane, vulgar or obscene language or gestures;

- (d) Solicitation of gratuities or tips from the public for services performed under this Contract;
- (e) The refusal to collect and/or handle recyclables placed out for pick-up in accordance with this Contract;
- (f) The wanton or malicious damage or destruction of private or public property;
- (g) The wanton or malicious scattering, spilling or disposal of recyclables;
- (h) The provision of collection services by staff that are clothed in a manner that is clearly of an unacceptable public standard; and
- (i) Scavenging.

E17. SCAVENGING NOT PERMITTED

E17.1 All Recyclable Materials set out for collection and collected is the property of the City of Winnipeg and the City shall have exclusive rights to the recyclables collected. Scavenging by the Contractor's employees, agents, Subcontractors, or anyone else hired by the Contractor, or utilized by the Contractor to perform duties under this Contract shall not be permitted at any time, either on collection routes or at the MRF.

E18. COMMUNICATIONS

- E18.1 The Contractor shall maintain an office, equipped with a phone, facsimile machine, and computer complete with email, staffed by a competent person, open from 8:30 a.m. to 4:30 p.m., not including Saturdays and Sundays, and statutory holidays.
- E18.2 The Contractor shall provide cell phones and electronic mail (email) connections and addresses to all designated supervisory staff to be in contact with the Contract Administrator and their representatives.
- E18.3 The Contract Administrator may call meetings related to the performance of this Contract. The Contract Administrator will designate a time and place for the meetings. The Contractor shall send at least one representative to each meeting. The Contractor's representative shall have authority to resolve issues on behalf of the Contractor.

E19. WORK PERFORMANCE AND EQUIPMENT BREAKDOWN

- E19.1 There is considerable variation in the daily amount of recyclables. The Contractor shall meet this variation in demand by using extra equipment, manpower or overtime, if required, in order that the recyclables are regularly collected and processed. As a guide, Appendix C shows the actual daily collected tonnages for the single-family and multi-family recycling programs.
- E19.2 The Contractor shall immediately notify the Contract Administrator or designate whenever peak period excesses or equipment breakdowns occur that are likely to cause delays in the regularly provided service. The Contract Administrator shall be advised as to the Contractor's plans to rectify the situation.

E20. STATUTORY HOLIDAYS

E20.1 Unless directed by the Contract Administrator, the Contractor shall not provide regular collection on Saturdays or Sundays, or on the following holidays or on days observed by the City of Winnipeg in lieu of these holidays:

New Year's Day	August Civic Holiday
Louis Riel Day	Labour Day
Good Friday	Thanksgiving
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

E21. INSPECTION

- E21.1 Periodic inspections of the Contract area and equipment, including vehicle inspections and contents therein contained, may be made by the Contract Administrator to verify that the service supplied by the Contractor is adequate in all respects. If any deviations from the requirements of the Contract exist, they will be noted, and the Contractor or representative will be notified, either orally or in writing, of the deviations. The Contractor will provide a plan of action to remedy the deviations. Such periodic inspections do not relieve the Contractor in any way from making independent inspections to ensure that the Work is being performed satisfactorily.