



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 756-2009**

**SUPPLY AND DELIVERY OF AUTOMATED GARBAGE CARTS**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SUPPLY AND DELIVERY OF AUTOMATED GARBAGE CARTS

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, November 5, 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 B2.1.

### **B3. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

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

B3.3 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.

B3.4 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.

B3.5 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.

B3.6 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 Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B4.2.2 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.

B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 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 materials, equipment, methods and products 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 seven (7) 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 material, equipment, method or product as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- 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 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 B13.
- B5.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B5.10 Notwithstanding B5.2 to B5.9, and in accordance with B6.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B13.1(a).

## **B6. BID SUBMISSION**

- B6.1 The Bid shall consist of the following components:

- (a) Form A: Bid;
  - (b) Form B: Prices;
- B6.2 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.
- B6.3 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.
- B6.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.5 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 Division  
185 King Street, Main Floor  
Winnipeg, MB R3B 1J1
- B6.5.1 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.
- B6.6 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.7 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 B13.1(a).
- B6.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.
- B6.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.9 Bids 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 11 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his 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.

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

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 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.

B8.1.1 Prices on Form B: Prices shall include:

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

B8.2 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.

B8.3 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. 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; 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.

B9.2 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>

- B9.3 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);
- B9.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B9.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

#### **B10. OPENING OF BIDS AND RELEASE OF INFORMATION**

- B10.1 Bids will not be opened publicly.
- B10.2 Following the Submission Deadline, the names of the Bidders and their Evaluated Bid Prices (unevaluated, and pending review and verification of conformance with requirements or evaluated prices) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>
- 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 Division website at <http://www.winnipeg.ca/matmgt>
- B10.4 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.

#### **B11. IRREVOCABLE BID**

- B11.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 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 10 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 C21, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- 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 11 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 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 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, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
- (c) Evaluated 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 or minor informalities or irregularities 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 or in other information required to be submitted, that he is responsible and qualified.

B13.4 Further to B13.1(c), the Evaluated 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 Further to B13.4 the Unit Prices for Items 1a and 2a (Lease Options) will be evaluated considering the Net Present Value of the lease payments using a 5% City of Winnipeg borrowing rate as the discount rate.

B13.5 This Contract may be awarded on the basis of:

- (a) Items 1, 2, 3; or
- (b) Items 1(a), 2(a), and 3.

as identified on Form B: Prices, whichever is in the City's best interests.

B13.5.1 Notwithstanding B8.1, the Bidder may, but is not required to, bid on all items. To be considered complete the Bidder must bid on items 1 and/or 1(a), 2 and/or 2(a) and 3.

B13.5.2 The City shall not be obligated to award to the responsible Bidder submitting the lowest evaluated responsive Bid and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on both alternatives, he/she shall have no claim against the City if his/her Bid is rejected in favour of an award of the Contract on the basis of an alternative upon which he/she has not bid.



## **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, in accordance with B13.
- 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 C4 and Paragraph 6 of Form A: Bid, 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 C1.1(n) (ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for the Supply and Delivery of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply and Delivery of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the 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 Goods*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

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

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

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

D2.1 The Work to be done under the Contract shall consist of the supply and delivery of automated garbage and recycle carts to homes and apartments in the City of Winnipeg, including the supply of two (2) hand held readers in accordance with E3 .

#### **D3. CONTRACT ADMINISTRATOR**

D3.1 The Contract Administrator is:  
Brent Kellett, C.E.T.  
Supervisor of Garbage Collection  
The City of Winnipeg  
Water and Waste Department  
109-1199 Pacific Avenue  
Telephone No.: (204) 986-3285  
Facsimile No.: (204) 774-6729  
Email: [bkellett@winnipeg.ca](mailto:bkellett@winnipeg.ca)

#### **D4. NOTICES**

D4.1 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the facsimile number:  
The City of Winnipeg  
Chief Financial Officer  
Facsimile No.: (204) 949-1174

### **SUBMISSIONS**

#### **D5. AUTHORITY TO CARRY ON BUSINESS**

D5.1 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.

#### **D6. INSURANCE**

D6.1 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;

D6.2 Deductibles shall be borne by the Contractor.

D6.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4 for the return of the executed Contract.

D6.4 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.

## **SCHEDULE OF WORK**

### **D7. COMMENCEMENT**

D7.1 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.

D7.2 The Contractor shall not commence any Work until:

- (a) the Contract Administrator has confirmed receipt and approval of:
  - (i) evidence of authority to carry on business specified in D5;
  - (ii) evidence of the workers compensation coverage specified in C6.16;
  - (iii) evidence of the insurance specified in D6;
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D7.3 The City intends to award this Contract by December 17, 2009.

D7.3.1 If the actual date of award is later than the intended date, the date specified for Delivery will be adjusted by the difference between the aforementioned intended and actual dates.

### **D8. DELIVERY**

D8.1 Goods shall be delivered, completely assembled, by January 29, 2010, f.o.b. destination, freight prepaid to all residences within the contract area, in accordance with the delivery schedule and specifications in D8.2 to D8.15.

D8.2 The Contractor shall furnish all labour, equipment and materials associated with the assembly and distribution of carts.

D8.3 The City will provide a staging area for assembly and distribution of the carts. The staging area will consist of a heated warehouse area with truck access and washroom facilities. The staging area will be within the geographic boundaries of the distribution area.

D8.4 Prior to distribution, the City will supply a comprehensive list of all properties to which the carts will be delivered.

D8.5 All single-family residences will receive one 240 litre automated cart.

D8.6 Multi-unit residences will receive either 240 litre or 360 litre carts, based on the level of service, as directed by the Contract Administrator.

D8.7 Carts shall be delivered between the hours of 0830 and 1900 hours, seven days per week.

- D8.8 The Contractor shall provide a field manager for cart distribution who shall be available by cellular phone for contact by the Contract Administrator or their designate, during regular working hours every day that distribution occurs.
- D8.9 Carts shall be placed in accordance with the lists and maps supplied by the City and the serial number of each cart with the corresponding RFID tag number, referencing the property to which it was delivered, shall be recorded electronically (in Excel format) and provided to the Contract Administrator, at no extra cost.
- D8.10 The Contract Administrator or a designate will be available to each cart distribution crew at all times during distribution to observe, verify and inspect distribution and to respond to any enquiries from the field manager of cart distribution, and the public. The field manager of cart distribution shall meet with the Contract Administrator or his designate on a daily basis, or more often if required, to coordinate delivery operations.
- D8.11 The Contractor shall cooperate with the Contract Administrator or his designate in responding to any complaints from the public. The Contractor shall correct any errors in delivery of carts, such as missed addresses, within 48 hours from notification by the Contract Administrator or his designate.
- D8.12 The Contractor shall distribute educational materials to each property simultaneously with the distribution of carts. This material will be developed and produced by/for the City and will be provided prior to commencement of distribution. The material will be packaged so that it is easily attached or inserted in the carts.
- D8.13 Carts shall be delivered completely assembled. Care should be taken to ensure the carts do not block residential driveways, pathways and roadways.
- D8.14 Further to C6.20, the Contract Administrator may request the suspension, discharge, or other disciplinary action of any employee directly involved in the cart distribution process for one or more of the following activities 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) The use of foul, profane, vulgar or obscene language, or other publicly offensive behaviour;
  - (c) Solicitation of gratuities or tips from the public for services performed under this Contract;
  - (d) The provision of services by staff that are clothed in a manner that is clearly of an unacceptable public standard.
- D8.15 Two (2) hand held RFID readers shall be delivered to the City upon completion of initial automated garbage cart delivery.

## **D9. LIQUIDATED DAMAGES**

- D9.1 If the Contractor fails to achieve delivery of the goods within the time specified in D8.1 Delivery the Contractor shall pay the City five hundred dollars (\$500) per Calendar Day for each and every Calendar Day until the goods have been delivered.
- D9.2 The amount specified for liquidated damages in D9.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Delivery by the day fixed herein for same.
- D9.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## MEASUREMENT AND PAYMENT

### D10. PAYMENT

D10.1 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

### D11. PAYMENT SCHEDULE

D11.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

## WARRANTY

### D12. WARRANTY

D12.1 Notwithstanding C11, the warranty period shall begin on the date of Total Performance and shall expire no less than ten (10) years thereafter and must specifically provide for no-charge replacement of any component parts, which fail in design, material or workmanship, for a period of ten (10) years after installation. The warranty is understood to include whether stated or not, the repair of the following defects, and/or the replacement of the defective parts:

- (a) Failure of the lid to prevent the rainwater from entering the cart when closed on the cart body.
- (b) Damage to the cart body, the lid or any component part through opening or closing of the lid.
- (c) Failure of the body and lid to maintain their original shape.
- (d) Failure of the wheels to provide continuous, easy mobility, as originally designed.
- (e) Failure at attachment points for lids, hinges, wheels or other points of attachment.
- (f) Cracking, fading, splitting, peeling, weathering, degradation and/or lowered ultraviolet resistance to aging in the course of normal operational use.
- (g) Failure of any specified information, identification, markings, graphics, numerals, dating, lettering, language or symbols on carts to be clearly legible.
- (h) Failure of any portion of the bottom of the cart body to remain impervious to damage or wear-through after repeated contact with rough and abrasive surfaces.
- (i) All transportation and other incidental charges to ship replacement parts to the City of Winnipeg.

D12.2 If at any time during the ten-year warranty period, a cart becomes worn through normal wear and tear and fractures, or has holes in the bottom of the cart so that it leaks during normal use, the City shall have the right to require the replacement of the cart in its entirety without charge to the City.

D12.3 The manufacturer warranty shall include the failure of any part to conform to any standard included in the cart specifications.

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS AND DRAWINGS**

- E1.1 The following Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B5.
- E1.3 The product proposed for Items 1a and 2a shall meet all requirements of E2, and the price provided will be a price per automated cart, per month for a period of ten years, at which time the automated cart will become the property of the City.

#### **E2. AUTOMATED CARTS**

- E2.1 All carts must meet the most recent version of ANSI Z245.30 and ANSI Z245.60 standards for this type of cart.
- E2.2 Upon request from the Contract Administrator, the Contractor shall provide independently certified copies of all test results for each size of cart. A cart may be selected at random from each delivery for compliance testing with specifications set forth in this contract. If above cart does not meet specifications, two additional carts will be selected for testing. If one of them does not meet specification, the entire shipment will be considered not in compliance. The Contractor will be notified of the discrepancy and be given the following options:
  - (a) Have the entire shipment returned to the factory at the Contractor's expense.
  - (b) With the City's consent pay the cost of making corrections
- E2.3 All carts shall be designed to be lifted by both a fully automated lifting system and a North American style semi-automated lifting system, and function without damage in extreme temperature extremes ranging from -40C to +40C
- E2.4 Carts shall be manufactured of either; injection moulded high density polyethylene, or rotationally moulded medium density polyethylene.
- E2.5 Cart body shall be free of pockets, recesses or intrusions which could trap refuse or interfere with the discharge of refuse.
- E2.6 The interior construction and shape shall insure the free flow of solid waste material from cart when dumped.
- E2.7 The top of the cart body shall be moulded with a reinforced rim to add structural strength and stability to the cart and to provide a flat surface for lid closure.
- E2.8 The cart must have a wind stability rating of no less than 40 kph without tipping over. Upon request, the Contractor shall provide any documentation for testing completed in this regard.
- E2.9 The cart shall be protected against colour fading and stabilizing against ultraviolet rays. Upon request, the Contractor shall provide manufacturers sheet detailing UV stabilization.
- E2.10 Additional material shall be moulded around bottom edge of cart to protect against abrasions from dragging.
- E2.11 Parts on the cart shall be able to be replaced with relative ease.
- E2.12 Wheel diameter on 240 litre and 360 litre carts shall be a minimum accepted industry standard 250mm (10") and have a minimum tread width of 40mm (1.5")

- E2.13 Each cart shall be outfitted with a solid steel axle with corrosion resistant coating and securely attached to cart by moulded axle journals.
- E2.14 Axle diameter for 240 litre carts shall be minimum 15mm (5/8").
- E2.15 Axle diameter for 360 litre carts shall be minimum 19mm (3/4").
- E2.16 The axle must pass through the cart body, outside the refuse area.
- E2.17 The lid shall be constructed to insure it does not warp, bend, slump or distort to such an extent that it no longer fits the cart properly.
- E2.18 The lid design and weight shall disallow rain water from entering the cart and should not blow open during normal weather conditions.
- E2.19 Lids shall be securely attached to the cart and be hinged to open by gravity when being dumped.
- E2.20 The handle will be an integrally moulded part of the cart body and shall not rotate on its own axis.
- E2.21 Each handle shall have two (2) grasping handles with grip openings of sufficient size to accommodate gloved hands.
- E2.22 A grab bar that is compatible with North American style tippers will be constructed of tubular steel and shall be 25mm (1") diameter.
- E2.23 Each cart will have a serial number hot stamped in white, on front face of cart body. Numbering should be 25mm (1") high.
- E2.24 The serial number will be preceded by a number code that identifies the month of manufacture and followed by the year. These numbers should be updated with each month and year manufactured. Serial number will be in sequences starting with – e.g. MM XXXXx YY. The city may consider other numbering systems to facilitate manufacturing process if requested.
- E2.25 All carts shall have a UHF type RFID tag attached. The tag must be placed in such a way that it is not easily visible and can not be easily removed, and must be able to be read by a Reader placed in the normal position in a collection truck.
- E2.26 The RFID tag must be of the latest RFID type and must be readable/writable and capable of operating in extreme temperature conditions -40C to +65C
- E2.27 The RFID tag must be capable of being read from a distance of 1.5m (5ft.)
- E2.28 Carts must be hot-stamped with one colour City logo/design to be provided by the City
- E2.29 Carts must be hot stamped (white) with an address label block at least 50mm (2") x 150mm (6").
- E2.30 Instructions for safe and correct use of cart will be moulded into lid along with ANSI conformance.
- E2.31 Colour of Garbage cart lids and bodies shall be grey/charcoal.
- E2.32 Colour of Recycling cart lids and bodies shall be blue.
- E2.33 Colours shall be non-fading throughout the warranty period. The colour and shade of the carts shall be consistent and without noticeable variation from one cart to another.
- E2.34 The Contractor shall provide an inventory of spare parts including 200 extra lid assemblies including all components required to fully replace a lid, 100 wheel and axle assemblies (200 wheels and 100 axles) including all parts required to completely replace a wheel and axle assembly and 50 cart bodies.



**E3. HAND HELD RFID READERS**

E3.1 Hand held RFID reader shall be capable of reading RFID tags in extreme temperature conditions -40C to +65C.

E3.2 Upon request from the Contract Administrator, the Contractor shall provide specifications for hand held RFID reader.