



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 1028-2011

DISPOSAL OF STEEL ROLL OUT CARTS AND PLASTIC ROLL OUT BINS

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 DISPOSAL OF STEEL ROLL OUT CARTS AND PLASTIC ROLL OUT BINS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 20, 2012 .

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. SITE INVESTIGATION

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

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

B3.3 The Bidder is responsible for determining:

- (a) the location of any utility which can be determined from the records or other information available from the Contract Administrator;
- (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/her Bid or the performance of the Work.

B4. ENQUIRIES

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

B4.2 If the Bidder finds errors, discrepancies or omissions in the 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/she 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 8 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/her 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.

- B6.6.3 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/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her 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 B7.5, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B14.1(a).

B7. BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices.
- 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 in ink, to constitute a responsive Bid.
- B7.4 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.5 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 B14.1(a)
- B7.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.7 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
- B7.7.4 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 Submission.
- B7.8 If the Bid is submitted by facsimile transmission, it shall be submitted to 204- 949-1178.
- B7.8.5 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

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/her own name, his/her 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/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.6 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 10 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Bidder is carrying on business under a name other than his/her 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.
- B8.4.7 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B8.4.8 All signatures shall be original.
- 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.
- B9.1.9 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 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. QUALIFICATION

B10.1 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.

B10.2 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>

B10.3 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).

B10.4 Further to B10.3(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>

B10.5 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.

B10.6 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.

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

B11.1 Bid Submissions will not be opened publicly.

B11.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the 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/>

B11.3 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/>

B11.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, The Freedom of Information and Protection of Privacy Act (Manitoba), or by other authorities having jurisdiction.

B12. IRREVOCABLE BID

B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B12.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B13. WITHDRAWAL OF BIDS

B13.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B13.1.10 Notwithstanding C22.5, 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.

B13.1.11 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B13.1.12 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 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B13.1.12(b), declare the Bid withdrawn.

B13.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B12.2 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.

B14. EVALUATION OF BIDS

B14.1 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 B10 (pass/fail);
- (c) Total Bid Price 100%;
- (d) economic analysis of any approved alternative pursuant to B6.

B14.2 Further to B14.1(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.

- B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.
- B14.4 Further to B14.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown in Section A minus the sum of the quantities multiplied by the unit prices listed in Section B Alternative #1 **or** Section B Alternative #2 on Form B: Prices.
- B14.4.13 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B14.4.14 Further to B14.1(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.
- B14.5 This Contract will be awarded as a whole.
- B15. AWARD OF CONTRACT**
- B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B15.2 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.
- B15.2.15 Without limiting the generality of B15.2, 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.
- B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer Bid in accordance with B14 .
- B15.3.16 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B15.4 Notwithstanding C4.1, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B15.5 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.
- C0.1.17 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 removal and reuse or recycling of approximately 5200 Steel AutoBins and approximately 800 Plastic Rollout Carts from Zone A and various storage locations within the City of Winnipeg. Work in residential back lanes is to start no earlier than July 30, 2012 and shall be completed no later than September 7, 2012 unless otherwise directed by the Contract Administrator.

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

- (a) The Contractor shall place three (3) City of Winnipeg supplied Notice of Removal stickers on each residential AutoBin within fourteen (14) days of commencement of Work as noted in D2.1.
- (b) The Contractor shall remove approximately 190 AutoBins from 1155 Pacific Avenue and transport to a private property location as indicated in E7.
- (c) The Contractor shall remove approximately 100 AutoBins from 374 Oak Point Highway and transport 60 refurbished 600 U.S.Gallon AutoBins to Brady Road Resource Management Facility. The remaining Steel AutoBins are to be transported to a private property location as indicated in E7.
- (d) The Contractor shall remove approximately 1000 three hundred (300) U.S. gallon AutoBins and 4200 six hundred (600) gallon AutoBins from Zone A in the City of Winnipeg and transport to a private property location as indicated in E7.
- (e) The Contractor shall remove approximately 800 AutoBin Rollout Carts from Zone A and deliver them to 1155 Pacific Avenue.
- (f) The Contractor shall be responsible for the removal of Residue (refuse, etc.) inside and around the AutoBin as indicated in E7.

D2.3 Notwithstanding C7.5, if a Change of Work results in a reduction in the Contract Price, no claim may be made for damages on the ground of loss of profit on Work so diminished or any other ground provided that the aggregate reduction in the Contract Price does not exceed forty percent (40%) of the price agreed upon for the Work as at the award of Contract.

D3. BACKGROUND

D3.1 The City of Winnipeg has issued separate contracts in 2012 for the following related work:

- (a) Supply and Distribution of Garbage and Recycling Carts (Bid Opportunity 943-2011)
- (b) Integrated Solid Waste Collection (Bid Opportunity 864-2011)

D3.2 Upon award of Contract, the City of Winnipeg, along with all contractors for these contracts may have to co-ordinate the implementation of services.

D4. DEFINITIONS

D4.1 When used in this Bid Opportunity:

- (a) "**AutoBin**" means a communal container of Cor-Ten steel construction with volume from three hundred (300) U.S. gallon and six hundred (600) U.S.gallon, collected using an automated side loading commercial bin truck. Commonly known as EMCO containers; ;

- (b) "**AutoBin Roll Out Cart**" means a residential one hundred and twenty five (125) gallon black garbage cart consisting of mostly plastic with metal handles; ;
- (c) "**Collection Day**" means a day of the week when collection of garbage and recycling takes place. There are five (5) collection days per week. In AutoBin collection areas day cycles are for blue box collection only.;
- (d) "**Location**" means a pickup site situated at any premise..
- (e) "**MRF**" means Material Recovery Facility.
- (f) "**Recovery**" means the re-use or the recycling of the AutoBins.
- (g) "**Residue**" means refuse left out for disposal.
- (h) "**User**" means a person, department, or other administrative unit of the City of Winnipeg authorized by the Contract Administrator.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Rebecca Peech
Waste Diversion

Telephone No. 204- 391-7881

D5.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D6. CONTRACTOR'S SUPERVISOR

D6.1 Further to C6.19, 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/her employ.

D6.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D6.2.18 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D7. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D7.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D7.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D7.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D7.4 A Contractor who violates any provision of D7 may be determined to be in breach of Contract Notices.

D8. NOTICES

D8.1 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 facsimile number:

The City of Winnipeg
Chief Financial Officer

Facsimile No.: 204-949-1174

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

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

D10. INSURANCE

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

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$5,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$5,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.

D10.2 Deductibles shall be borne by the Contractor.

D10.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D10.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

SCHEDULE OF WORK

D11. COMMENCEMENT

D11.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D11.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D9;
 - (ii) evidence of the workers compensation coverage specified in C6.14; and

- (iii) evidence of the insurance specified in D10.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
 - (c) the Contractor has provided the Contract Administrator a Safe Work Plan as indicated in D17.
- D11.3 The Contractor shall commence the Work on the Site on the following:
- (a) Placing of Notice of Removal Stickers on AutoBins on July 16th, 2012;
 - (b) Bulk removal of AutoBins for locations specified in E3 on July 16th, 2012;
 - (c) Removal of AutoBins from Backlanes starting July 30, 2012.

D12. TOTAL PERFORMANCE

- D12.1 The Contractor shall achieve Total Performance by September 7th, 2012..
- D12.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D12.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D13. LIQUIDATED DAMAGES

- D13.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City three thousand five hundred dollars (\$3500) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.
- D13.2 The amount specified for liquidated damages in D13.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.
- D13.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D14. JOB MEETINGS

- D14.1 Regular weekly job meetings will be held at the location determined by the Contract Administrator. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D14.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D15. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D15.1 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).

D16. SAFETY

D16.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

D16.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.

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

- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
- (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
- (d) adequate sanitation measures are taken and facilities provided with respect to the Work.
- (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
- (f) fire hazards in or about the Work are eliminated.

D17. SAFE WORK PLAN

D17.1 The contractor shall provide the contract administrator with a Safe Work Plan at least fifteen (15) Business Days prior to the commencement of any Work on the Site but no later than the date specified in C4.1 for the return of the executed Contract.

D17.2 The safe work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at the City of Winnipeg, Corporate Finance, Materials Management Division website at:
<http://www.winnipeg.ca/matmgt/Safety/default.stm>

D18. HEALTH AND SAFETY

D18.1 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.

D18.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.

D18.3 The Contractor shall do whatever is necessary to ensure that:

- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
- (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
- (d) adequate sanitation measures 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;
- (g) Personal Protective Equipment standards are followed by all persons employed on the Work and at all times during the performance of the Work. It is mandatory that CSA approved safety reflective clothing and CSA approved safety boots be worn by all persons employed on the Work and at all times during the performance of the Work.
- (h) All vehicles to be used under this Contract shall be equipped with working beacons and back up alarms.

D19. INSPECTION

- D19.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.
- D19.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

MEASUREMENT AND PAYMENT

D20. INVOICES

- D20.1 Further to C11, the Contractor shall submit an invoice for each portion of work performed to:
The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: 204- 949-0864
Email: CityWpgAP@winnipeg.ca
- D20.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of work performed;
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Contractor's GST registration number.
- D20.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D20.4 Bids Submissions must be submitted to the address in B7.7.

D21. PAYMENT TO THE CONTRACTOR

D21.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D22. PAYMENT TO THE CITY OF WINNIPEG

D22.1 Payment in full must be made in the form of a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba..

D22.2 The Contractor shall submit payment in full to the location designated by the Contract Administrator within thirty (30) Calendar Days of Total Performance.

D22.3 Payment must be accompanied by a written statement clearly stating at minimum:

- (a) The City transaction number;
- (b) Pick up date(s), and
- (c) Total amount of payment with GST.

D23. PAYMENT SCHEDULE

D23.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
SW-0006-01	AutoBin and AutoBin Roll Out Locations in Zone A

- E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

E2. SERVICES

- E2.1 The Contractor shall remove AutoBins and AutoBin Roll Out Carts and reuse or recycle in accordance with the requirements hereinafter specified.
- E2.2 Item No. 1 – Removal of 300 U.S.gallon AutoBins shall be removal and transport cost of each AutoBin and additional work specified in D2 .
- E2.3 Item No. 2 – Removal of 600 U.S. gallon AutoBin shall be removal and transport cost and any additional work specified in D2 .
- E2.4 Item No. 3 – Removal of Plastic AutoBin Roll Out Cart shall be removal and transport cost and any additional work specified in D2 .
- E2.5 Item No. 4 – Bulk Removal of 300 & 600 U.S.gallon AutoBins shall be removal and transport cost and any additional work specified in D2 .
- E2.6 Item No. 5 – Reuse of 300 U.S.gallon AutoBin shall be the purchase price of the AutoBin by the Contractor for reuse or resale of the item.
- E2.7 Item No. 6 – Reuse of 600 U.S.gallon AutoBin shall be the purchase price of the AutoBin by the Contractor for reuse or resale of the item.
- E2.8 Item No. 7 – Recycling of 300 U.S.gallon AutoBin shall be the purchase price of the AutoBin for recycling of the item.
- E2.9 Item No. 8 – Recycling of 600 U.S. gallon AutoBin shall be the purchase price of the AutoBin for recycling of the item.

E3. PICK UP LOCATIONS

- E3.1 AutoBin and AutoBin Roll Out Cart locations are shown in
- (i) Drawing SW-0006-01;
 - (ii) 375 Oak Point Highway
 - (iii) 1155 Pacific Avenue

E4. AUTOBIN AND AUTOBIN ROLL OUT CART SPECIFICATIONS

- E4.1 The 300 U.S. gallon Cor-Ten Steel AutoBin weighs .1875 net tons (.17 metric tonnes). The length is 66 inches (168 cm) and the width is 36 inches (91cm) and the high end height is 49inches (124cm) and the low end height is 38 inches (97cm).

- E4.2 The 300 U.S. gallon plastic AutoBin lid weighs 7.6 kilograms. The width is 32 inches (81cm) and length is 36 inches (91cm). There are two lids on each AutoBin.
- E4.3 The 600 U.S. gallon Cor-Ten AutoBin weighs .248 net tons (.225 metric tonnes). The length of each AutoBin is 66 inches (168cm), the width is 51 inches (130cm), the high end height is 60 inches (152cm) and the low end height is 42 inches (107cm).
- E4.4 The 600 U.S. gallon plastic AutoBin lid weighs 8.5 kilograms . The width is 32 inches (81cm) and length is 53 inches (135cm). There are two lids for each AutoBin.
- E4.5 The 125 U.S. gallon plastic AutoBin Roll Out Cart weighs 29 kilograms (.029 metric tonnes). The length of each AutoBin Roll Out Cart is 57 inches (145cm) and the width is 33 inches (84cm) and the height is 34 inches (86cm).
- E4.6 Approximately 90% of all AutoBins have plastic lids.

E5. IMPLEMENTATION PLAN

- E5.1 At least fifteen (15) calendar days after receiving notice of award and prior to the commencement of work, the Contractor shall provide the Contract Administrator with:
- (a) The implementation plan will describe the method of removal of AutoBins and AutoBin Roll-Out Carts.
 - (b) If in the event there is a delay in the distribution of garbage and recycling carts, the AutoBin removal shall be adjusted as directed by the Contract Administrator.
 - (c) A complete list of equipment which the Contractor proposes to utilize including the number and types of vehicles and equipment.
 - (d) A proposed number of AutoBins to be removed per day.
- E5.2 At least fifteen (15) calendar days after receiving notice of award and prior to the commencement of work, the Contract Administrator shall provide the Contractor with:
- (a) Notice of Removal Stickers;
 - (b) Garbage collection route maps, address lists and a route schedule.
- E5.3 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 twenty-four (24) hours prior to the proposed change.

E6. EQUIPMENT

- E6.1 The Contractor shall ensure that all equipment and vehicles comply with all Federal, Provincial and Municipal government acts and regulations.
- E6.2 The Contractor shall at all times, supply, operate and maintain a sufficient number of vehicles with operators to properly provide the Work.
- E6.3 The Contractor shall maintain all vehicles and equipment in mechanically sound condition to fully comply with all applicable laws. The Contractor will be responsible for the maintenance of all vehicles needed for the work, and shall produce valid certificates of inspection as required by authorized agents of the Province of Manitoba or other authorized agencies upon request of the Contract Administrator.
- E6.4 Equipment used to remove AutoBins and AutoBin Roll-Out Carts shall be capable of the Work without causing damage to the containers or public and private property.
- E6.5 Vehicles must be capable of manoeuvring through all widths of Right-of-Ways in removal area, and at all times, the vehicles must remain on designated travel surfaces in all weather conditions.

- E6.6 If equipment cannot safely manoeuvre on a narrow street/lane without causing property damage, the Contractor will be required to service the area with smaller equipment. The Contract Administrator shall be the sole arbitrator of this change equipment and his/her decision is final. All costs associated with this change in equipment will be borne by the Contractor.
- E6.7 Further to E5.4, in the event of damage occurring during service, the Contractor is 100% responsible for repairs and associated costs to repair the damage to a condition that is acceptable to the satisfaction of the Contract Administrator.
- E7. METHOD OF REMOVAL**
- E7.1 The hours of removal of the AutoBins and Roll-Out Carts shall be between 07:00 hrs (7:00 am) and 19:00 hrs (7:00 pm) Monday to Friday and 09:00 hrs (9:00 am) and 19:00 hrs (7:00 pm) Saturday and Sunday during normal operating conditions. Only with prior approval of the Contract Administrator will removal of the AutoBins be extended up to sunset.
- E7.2 In the event of a delay, emergency or equipment breakdown, the Contractor may extend the hours of work 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 07:00 hrs (7:00 am) or carry out work past 21:00 hrs (9:00 pm).
- E7.3 Removal of the AutoBins and AutoBin Roll-Out Carts will coincide with Automated Cart delivery, and the garbage collection schedule. The Automated Carts are to be delivered and new services are expected to start on August 1st, 2012.
- E7.4 Bulk removal of the AutoBins from 375 Oak Point Hwy and 1155 Pacific Avenue may be removed prior to July 30th, 2012.
- E7.5 The Contractor shall remove and transport approximately 100 AutoBins from 375 Oak Point HWY to private property as described in E7. There are approximately 60 refurbished AutoBins to be transported to the Brady Road Resource Management Facility, as approved by the Contract Administrator.
- E7.6 The Contractor shall remove and transport approximately 190 AutoBins from 1155 Pacific Ave to private property as described in E7.
- E7.7 The Contractor should note that at least two locations may accept the plastic AutoBin lids as recyclable material. Lids may be removed from the containers and delivered to:
- (a) West Land Plastics; and
 - (b) Emterra Environmental.
- E7.8 The Plastic AutoBin Roll-Out Carts, approximately 800, shall be taken to 1155 Pacific Avenue.
- E7.9 The Contractor shall be responsible for the garbage residue.
- E7.10 There must be no material present inside of AutoBins when they are removed and brought to Recovery location.
- E7.11 The Contractor shall be responsible for the collection of material outside the bins before and after the removal of the AutoBins
- E7.12 The Contractor is responsible for the immediate cleanup of any spillage or leakage of material from a container which occurs during the transporting of materials, which the City has not caused.
- E7.13 All garbage residue removed from the AutoBins and AutoBin Roll-Out Carts and immediate area must be collected and properly disposed at the Brady Road Resource Management Facility.
- E7.14 All costs associated with the collection and removal of garbage residue shall be incidental to this Contract.

- E7.15 Tipping fees associated with disposal at the Brady Road Resource Management Facility shall be borne by the City of Winnipeg.
- E7.16 The Contractor shall clean-up any spillage created during removal, including leakage from the Contractor's equipment. The clean-up of any spillage will be considered incidental to the Contract and no additional payments will be made for any such work.
- E7.17 The Contract Administrator reserves the right to authorize or undertake the clean-up, should the Contractor, in the opinion of the Contract Administrator, fail to respond in a timely manner or satisfactorily clean up the spillage. All costs incurred by the Contract Administrator for said work will be charged to the Contractor.
- E7.18 In carrying out of the work, or any portion thereof, the safety and convenience of the public must always be considered and provided for by the Contractor. The Contractor must not obstruct any street, thoroughfare or sidewalk during the removal of the AutoBins.
- E7.19 In the case that a privately owned AutoBin is removed from its location, the Contractor must locate and return the AutoBin to its proper location.
- E7.20 City owned AutoBins are identified by a Serial Number beginning with COW - _____ and are brown in colour.
- E7.21 Privately owned AutoBins are identified by a Serial Number beginning with SE - _____ and are either grey in colour and/or may be identified with a waste hauler logo.

E8. METHOD OF RECOVERY

- E8.1 The Contractor shall have the following Recovery options for the 300 US gallon and the 600 US gallon AutoBins as indicated in D2:
- (a) Recycling:
 - (i) Recycling refers to the scrap metal recycling of the steel AutoBins.
 - (b) Reuse:
 - (i) Refers to the containers for reuse other than garbage or recycling collection in the City of Winnipeg.
- E8.2 The Recovery location(s) for the AutoBins shall be stored on private property.

E9. INSPECTION

- E9.1 Periodic inspections of the Contract area 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 corrective measures to be taken. Such periodic inspections do not relieve the Contractor in any way from making independent inspections to ensure that the Work is being performed satisfactorily.

E10. WEIGHTING OF TRUCKS

- E10.1 The Contractor shall weigh in and weigh out every load of AutoBins delivered to a facility for recycling on a legal for trade Government Certified Scale.
- E10.2 An electronic printer suitable to the Contract Administrator or his/her designates, must print the scale tickets with the following information:
- (a) scale location;
 - (b) gross vehicle weight;
 - (c) tare vehicle weight
 - (d) net weights,

- (e) accurate time and date;
- (f) delivery vehicle unit number or license plate number.

E10.3 Weight tickets must also include the size and number of bins. This can be done manually.

E10.4 Should the truck scale, electronic printer, or computer weigh system become inoperative for any reason, the Contractor shall immediately discontinue using that scale and contact the Contract Administrator or his/her designate.

E10.5 The Contract Administrator or his/her designate will decide what procedure, if any, will be established to continue of the system is inoperable. The decision by the Contract Administrator or his/her designate is final.

E10.6 Removal vehicles carrying Roll-Out Carts for delivery to the Brady Road Resource Management Facility are not required to be weighed.

E11. VERIFICATION OF WEIGHT

E11.1 All weights, scales, and procedures shall be subject to inspection and verification by the Contract Administrator. Such inspection may include, but shall not be limited to:

- (a) checking Contractor's scales for Consumer & Corporate certification seals;
- (b) observing weighing procedures; and/or
- (c) random checking of either gross or tare weights by having such trucks as the Contract Administrator shall select weighed at the nearest available certified scale.

E11.2 No charges shall apply to the City for any delays or loss of production caused by inspection and verification. Arrangements for the use of independent scales shall be authorized by the Contract Administrator and shall be at no cost to the City.

E11.3 Computer printed batch weights accompanying the delivery tickets will be acceptable, subject to verification by the Contract Administrator.

E12. RECORDS

E12.1 For the scrap metal recycling of the AutoBins, the Contractor shall:

- (a) maintain records for each load removed from the scope of work and as a minimum:
- (b) the Contractor shall provide scale tickets for the tare weight and gross weight for each removal load, as well as, the size and number of AutoBins on each load.

E12.2 For the reuse of the steel AutoBins, the Contractor shall:

- (a) maintain records for each load removed from the scope of work and as a minimum;
- (b) provide records that include the size and number of bins per load.

E12.3 The Contractor shall provide the Contract Administrator with an electronic excel spreadsheet copy of the quantity and size records of each load taken to private property, as described in E7, under this contract within fifteen (15) Calendar days of the end of Contract.

E12.4 The Contractor shall submit records to the Contract Administrator on a weekly basis.

E13. WORK PERFORMANCE

E13.1 The Contractor is responsible for performing 100% of the Work as described in the Implementation Plan in E5.

E14. DISMISSAL OF EMPLOYEES

E14.1 The Contract Administrator may request the suspension, discharge, or other disciplinary action of any employee directly involved in the 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 drug;
- (b) Unsafe practices or criminal actions;
- (c) The use of foul, profane, vulgar or obscene language or gestures, or other publically offensive behaviour;
- (d) Solicitation of gratuities or tips from the public for services performed under this Contract;
- (e) The refusal to work in accordance within this contract
- (f) The wanton or malicious damage or destruction of AutoBins or Roll-Out Carts;
- (g) The wanton or malicious scattering or spilling of material;
- (h) The scavenging of material placed out in or around the AutoBins or Roll-Out Carts.

E15. COMMUNICATION REQUIREMENTS

E15.1 The Contractor shall maintain an office, equipped with a phone, facsimile machine and computer with internet access, staffed by an experienced person, open during operating hours (Monday to Friday 8:00 am – 7:00 pm and Saturday 9:00 am – 7:00 pm).

E15.2 One Field Supervisor shall be equipped with a cell phone and voice mail.