



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**1031-2011**

**FRONT LOAD COLLECTION OF RECYCLING FROM MULTI-FAMILY DWELLINGS  
AND OTHER ESTABLISHMENTS**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 FRONT LOAD COLLECTION OF RECYCLING FROM MULTI-FAMILY DWELLINGS AND OTHER ESTABLISHMENTS

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time May 11, 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. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

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 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B5. SUBSTITUTES**

B5.1 The Work is based on the 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 B13.1, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B13.1(i).

## **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 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.

B6.5 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 B13.1(i).

B6.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.

B6.7 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

B6.7.1 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.

B6.8 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.

B6.8.2 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 10 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
  - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers 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 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.
- 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.
- B8.4 Prices from Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **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);
  - (d) Equipment delivery schedule relating to commencement dates, and service types.
- B9.4 Further to B9.3(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>).
- B9.5 The Bidder shall submit, within three (5) 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.
- B9.6 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.

## **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 Total 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 9 of Form A: Bid.



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

## **B12. WITHDRAWAL OF BIDS**

B12.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B12.1.1 Notwithstanding 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 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B12.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials 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 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:

- (i) Compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
- (ii) Qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
- (iii) Total Bid Price;
- (iv) Economic analysis of any approved alternative pursuant to B5.

B13.2 Further to B13.1(i), 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(ii), 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(iii), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

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

B13.4.2 Further to B13.1(i), 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.

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

#### **B14. AWARD OF CONTRACT**

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

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

B14.2.1 Without limiting the generality of B14.2, the City will have no obligation to award a Contract where:

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

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

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for the Supply of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply 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 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 mechanical collection of materials from containers of a size and type suitable for collection vehicles, as per the current Solid Waste By-law. The collection start date of each location is November 1, 2012. No alterations shall be made without consent of the Contract Administrator.

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

- (i) Provide recycling collection services to apartments, small commercial establishments, schools and Civic Facilities that utilize authorized containers suitable for front-loading style vehicles.
- (ii) Delivery of recyclables to a Designated Facility within the City of Winnipeg.
- (iii) Provide unlocking service for recycling containers where required.
- (iv) Provide pull-out service for recycling containers where required.

#### D3. DURATION OF CONTRACT

D3.1 The Contract shall be for the period from award of Contract until:

- (a) January 31, 2018, with the option of two (2 ) mutually agreed upon one (1) year extensions. or
- (ii) The City may negotiate the extension option with the Contractor a minimum of sixty (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.
- (iii) (ii) Changes resulting from such negotiations shall become effective on October 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

#### D4. DEFINITIONS

D4.1 When used in this Bid Opportunity:

- (a) **“Mechanical Collection”** means the emptying of the Collection Containers using a fully automated system.
- (b) **“Contract Administrator”** means the Contract Administrator as defined in D5.1 or his appointed designate.
- (c) **“Collection Container”** means a front load container approved by the Contract Administrator.
- (d) **“Collection Cycle”** means Collection occurring on a set day(s) of the week.
- (e) **“Contamination”** means any material that is not considered acceptable within the material type.
- (f) **“Contract Manager”** means a designated senior level employee of the Contractor. See D6.1.
- (g) **“Designated Travel Surface”** means any structural pavement, gravel or mud lane constructed for use specifically for motorized vehicles, as designated by the proper authority of City of Winnipeg.

- (h) **“Designated Facilities”** Material Recovery Facility or other designated waste management sites as determined by the Contract Administrator.
- (i) **“Field Supervisor”** means a designated person to supervise the Work this contract.
- (j) **“Location”** means a pickup site situated at any premise, deemed by the Contract Administrator, to be included in the program Notwithstanding C1.1, when used in this Bid Opportunity.
- (k) **“MRF”** means Material Recovery Facility where the recyclables are to be delivered.
- (l) **“Multi-Family Buildings”** means a building which is zoned for residential occupancy which contains eight (8) or more dwelling units or suites, including rooms or living quarters in a nursing or personal care home, not including a hospital.
- (m) **“PPE”** means personal protective equipment.
- (n) **“Recyclables”** means any material listed in E10 or deemed acceptable by the Contract Administrator.
- (o) **“RFID”** means Radio Frequency Identification.
- (p) **“Set Day Cycle”**- means each premises receives Collection service on a set day as approved by the Contract Administrator.
- (q) **“User”** means a person, department or other administrative unit of the City authorized by the Contract Administrator to order work under this Contract.
- (r) **“Pull Out”** means that prior to collection the Contractor must pull-out the Collection container from its original location to a location where the collection vehicle can empty the contents safely into the truck, and return the Collection container to its original location after emptying it.
- (s) **“Unlocking Service”** means that prior to collection the Contractor must unlock the Collection container and after collection the Contractor must re-lock the Container.

## **D5. CONTRACT ADMINISTRATOR**

D5.1 The Contract Administrator is:

Kyle Wingate, C.E.T.  
Collection Technologist 3  
e-mail: kwingate@winnipeg.ca  
Telephone No. (204) 986-3285

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 STAFF**

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 adequate notification to the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.

D6.2 The Contractor shall also identify at least thirty (30) Calendar days before commencement of Work, the following people:

- (a) A qualified senior level employee as the Contract Manager who will be responsible for overall management of the work.
- (b) A qualified employee as Field Supervisor, whose sole responsibility will be to supervise the Collection operation.

D6.3 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's Manager or Field Supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

#### **D7. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION**

D7.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

D7.2 The Contract and all information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.

D7.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

#### **D8. NOTICES**

D8.1 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 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. WORKERS COMPENSATION**

D10.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

#### **D11. SAFE WORK PLAN**

D11.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least twenty (20) 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.

D11.2 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>

#### **D12. INSURANCE**

D12.1 The Contractor shall provide and maintain the following insurance coverage:

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

D12.2 Deductibles shall be borne by the Contractor.

D12.3 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.

D12.4 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.

D12.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

### **D13. PERFORMANCE SECURITY**

D13.1 The Contractor shall provide and maintain Performance Security until one (1) month from the total performance of the Contract in the form of:

- (a) Performance Bonds of a company registered to conduct the business of a surety in Manitoba in the forms attached to these Supplemental Conditions (Form H1: Performance Bonds); the first ("Initial Performance Security") for three years in the amount of fifty percent (50%) of the annual value of the Contract, and subsequent performance bonds ("Renewal Performance Security"). Each such Renewal Performance Security shall be no less than one (1) year in duration and in the amount of fifty percent (50%) of the annual value of the Contract. In addition to the Performance Bond, the Contractor shall provide an irrevocable Standby Letter of Credit issued by a bank or other financial institution registered to conduct business in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifteen percent (15%) of the annual value of the Contract. Failure by the Contractor to maintain performance security shall constitute a default under this Contract entitling the City to all rights and remedies available to it at law, including the right to draw the full proceeds of the Standby Letter of Credit without notice and any such monies may be used as provided in this Contract in the event of default; or
- (b) an irrevocable Standby Letter of Credit issued by a bank or other financial institution registered to conduct business in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the annual value of the Contract; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the annual value of the Contract.

D13.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D13.2 The Contractor shall provide the City Solicitor with the required performance security within thirty (30) Calendar Days of notification of the award of the Contract by way of letter of intent and prior to the commencement of any Work on the Site but in no event later than the date specified in C4 for the return of the executed Contract.

**D13.3 Renewal of Performance Security**

- (a) Further to D13.1(a), the Renewal Performance Security shall be provided to the City no later than sixty (60) calendar days prior to the expiry of the Current Performance Security.

**D14. GREEN FLEET**

D14.1 The purpose of this requirement is to indicate an interest by the City in the reduction of air pollution and greenhouse gases in the provisions of service by having Contractors provide a green fleet plan. Within seven (7) days of the award of Contract, the Contractor will provide a brief green fleet plan to address the following topics:

- (a) Incorporation of alternative fuels and technologies in the fleet,
- (b) Vehicle maintenance programs,
- (c) Routing and Anti-idling,
- (d) Operator training (e.g. training for safe and timely vehicle operation while maximising fuel efficiency)

**SCHEDULE OF WORK**

**D15. COMMENCEMENT**

D15.1 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.

D15.2 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 D9;
  - (ii) evidence of the workers compensation coverage specified in C6.16 and D10;
  - (iii) evidence of the Safe Work Plan specified in D11;
  - (iv) evidence of the insurance specified in D12;
  - (v) evidence of the Performance Security specified in D13; and
  - (vi) evidence of the Green Fleet Plan specified in D14.
- (b) The Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

**D16. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

D16.1 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).

**D17. SAFETY**

D17.1 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.

D17.2 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.

D17.3 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) The Contractor shall follow Personal Protective Equipment standards. It is mandatory that safety reflective clothing be worn by all persons employed on the Work and at all times during the performance of the Work.

## **MEASUREMENT AND PAYMENT**

### **D18. PAYMENT**

- D18.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

### **D19. PAYMENT SCHEDULE**

- D19.1 Further to C11, payment shall be in accordance with the following payment schedule:
- (a) Payments to the Contractor for collection will be made following the end of each month based on a certificate prepared by the Contract Administrator indicating the number of units for each payment item in the Form B: Prices. Month end payments will be on the basis of one-twelfth (1/12) of the annual tendered unit price for each payment item collected fully or added to the collection list during the previous month. In balance, no compensation will be applied for payment items deleted at any point during the previous month.
  - (b) The Contractor will be allowed a thirty (30) day period after any payment certificate is initiated by the Contract Administrator for objection to the quantities therein, with such statement of objection, in writing, to be accompanied by a location pickup list showing the Contractor's quantity considerations. The decision of the Contract Administrator will be final following a review of such objection.
- D19.2 Payment shall be in Canadian funds net twenty-one (21) Calendar Days after conclusion of the previous month's Work.
- D19.3 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

### **D20. ANNUAL REVIEW – INFLATIONARY ADJUSTMENT**

- D20.1 The unit prices specified on Form B: Prices will be adjusted on February 1, 2014 and annually on February 1 of subsequent years based on the percentage increase or decrease in the unit prices for the Contract year, based on 50% of percentage change in Index "A", plus 20% change in Index "B", plus 15% change in Index "C". Nonetheless; the maximum annual adjustment shall not exceed 10%.
- D20.2 Indices "A", "B", and "C" are as follows:
- (a) Index "A" - All-items Consumer Price Index for the City of Winnipeg (Statistics Canada Reference Table 326-0020)
  - (b) Index "B" –Gasoline Consumer Price Index for the Province of Manitoba (Statistics Canada Reference Table 326-0020)
  - (c) Index "C" - Average hourly earnings – employees paid by the hour in Truck Transportation for the Province of Manitoba (Statistics Canada Reference Table 281-0029)

D20.3 Indices "A", "B", and "C" will be those prepared by Statistics Canada. As some of the indices are not available from Statistics Canada until sometime after the adjustment date, the amount of adjustment will be retroactive to the adjustment date.

**FORM H1: PERFORMANCE BOND- INITIAL PERFORMANCE SECURITY**  
(See D13.1)

KNOW ALL MEN BY THESE PRESENTS THAT

\_\_\_\_\_  
(hereinafter called the "Principal"), and

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

\_\_\_\_\_ dollars (\$\_\_\_\_\_.)

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for:

**BID OPPORTUNITY NO. 1031-2011**

**FRONT LOAD COLLECTION OF RECYCLING FROM MULTI-FAMILY DWELLINGS AND OTHER ESTABLISHMENTS**

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

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

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

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

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .

SIGNED AND SEALED  
in the presence of:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Name of Principal)

Per: \_\_\_\_\_ (Seal)

Per: \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_ (Seal)  
(Attorney-in-Fact)

**FORM H1: PERFORMANCE BOND – RENEWAL PERFORMANCE SECURITY**

(See D13.1)

KNOW ALL MEN BY THESE PRESENTS THAT

\_\_\_\_\_ ,  
(hereinafter called the "Principal"), and

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

\_\_\_\_\_ dollars (\$ \_\_\_\_\_)

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for:

TENDER NO. **1031-2011**

**FRONT LOAD COLLECTION OF RECYCLING FROM MULTI-FAMILY DWELLINGS AND OTHER ESTABLISHMENTS**

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

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

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

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

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .

SIGNED AND SEALED  
in the presence of:

\_\_\_\_\_  
(Witness as to Principal if no seal)

\_\_\_\_\_  
(Name of Principal)

Per: \_\_\_\_\_ (Seal)

Per: \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_ (Seal)  
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT  
(PERFORMANCE SECURITY)**  
(See D13)

\_\_\_\_\_  
(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 1031-2011

FRONT LOAD COLLECTION OF RECYCLING FROM MULTI-FAMILY DWELLINGS AND OTHER ESTABLISHMENTS

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

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

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

\_\_\_\_\_ Canadian dollars.

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

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

Partial drawings are permitted.

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

\_\_\_\_\_  
(Address)

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

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

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

\_\_\_\_\_  
(Date)

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

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

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

\_\_\_\_\_  
(Name of bank or financial institution)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)



## **PART E - SPECIFICATIONS**

### **GENERAL**

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

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B5.

#### **E2. CONTRACT QUANTITIES**

- E2.1 The attached Appendices A and B are the current breakdown of locations as of April 2012.
- E2.2 The Contractor shall note that Form B: Prices indicates an estimated number of units as of April 2012. These figures are approximate only and are to be used only for purposes of comparison of bids. Payments will be based on quantities serviced, as certified monthly by the Contract Administrator.
- E2.3 The Contractor shall note that customers have the right to use or reject Collection services arranged through the City, and therefore the City cannot guarantee the actual number of locations under this Contract. Also, the Contract Administrator may designate the type of Collection to be used, which may cause an increase or a reduction in the number of locations served.
- E2.4 Collection services shall be extended to all new locations, and will be paid accordingly. In the event Collection services cease, the payment quantities will be reduced accordingly.
- E2.5 All such changes shall be carried out when directed in writing by the Contract Administrator. Should any service deletions occur that are not identified by the Contract Administrator, they shall be reported by the Contractor. Where the Contractor fails to report any deletions in service, payment for that premises for the period for which the service was not provided will be deleted as determined by the Contract Administrator.

#### **E3. IMPLEMENTATION PLAN**

- E3.1 Within thirty (30) calendar days after receiving notice of award and/or prior to the commencement of Work, the Contractor shall provide the Contract Administrator with:
- (a) A complete list of the Sub-Contractors whom the Contractor proposes to engage.
  - (b) Information regarding the location, ownership, size and intended purpose of all facilities proposed by the Contractor to be used for the Work, including but not limited to the offices, fleet storage yard and vehicle maintenance facility that will be used by the Contractor.
  - (c) A detailed implementation plan and schedule related to the effective implementation of the Contract. The implementation plan must include, but not be limited to:
    - (i) A schedule for the delivery of Collection vehicles.
    - (ii) A schedule for the hiring and training of staff.
  - (d) GPS, system/equipment specifications including make and model of equipment.
  - (e) A complete list of the equipment which the Contractor proposes to utilize including the number and types of vehicles and equipment to be delivered, including (but limited to) make, model, year, and capacity as well as the vehicle and equipment delivery dates.
  - (f) Collection days, route maps and a route schedule providing information on the Collection vehicle and route assignments applicable for the Contract in the format requested by the Contract Administrator;
  - (g) A work plan that shall include, but not be limited to:

- (i) A staff training plan including procedures for orientation of Collection personnel including route familiarization, public relations, safety and customer service training and coordination/cooperation with City staff.
  - (ii) Emergency and Contingency Response plan to deal with labour disruptions and emergency situations;
  - (iii) Spill containment and response plan;
  - (iv) Customer service procedures and training documents;
  - (v) Equipment maintenance plans;
  - (vi) Material handling procedures (e.g. procedures for handling materials during cold or hot weather, procedures for handling materials on windy days);
  - (vii) Procedures for addressing service delays; and
  - (viii) Claims procedure.
- (h) The Contractor shall provide the Contract Administrator with a final list of all equipment, including the vehicle tare weights, license plates and vehicle identification numbers, to be used in the execution of this Contract, at least fifteen (15) calendar days prior to Commencement of the Work.

#### **E4. FUEL CONSUMPTION REPORTING**

- E4.1 The City intends to track and report on total greenhouse gas production by vehicle use by both City operations and City contracted services. The Contractor will report accurate quantities of each type of fuel consumed for the fulfillment of this Contract between January 1st and December 31st of each calendar year, to be submitted no later than March 1st of the subsequent year to the Contract Administrator. The following items shall be summarized for all required service vehicles associated with this Contract in the report:
- (a) Total fuel use (in litres) for each fuel type consumed;
  - (b) Total vehicle usage (in hours), sorted by fuel type;
  - (c) Simple calculation of average fuel efficiency (in litres/hour) sorted by fuel type;
  - (d) Composition of each fuel type (e.g. Average percentage of biodiesel and ethanol, volume of compressed natural gas (CNG));
  - (e) Total number of vehicles, sorted by weight class and fuel type.

#### **E5. COLLECTION VEHICLES**

- E5.1 The Contractor shall ensure that all Collection equipment and vehicles comply with all Federal, Provincial and Municipal government acts and regulations.
- E5.2 The Contractor is responsible for determining the appropriate number and type of vehicles and equipment to perform 100% of the Work requirements.
- E5.3 The Contractor shall at all times, supply, operate and maintain a sufficient number of vehicles with operators to properly provide the Work.
- E5.4 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 from time to time by authorized agents of the Province of Manitoba upon request of the Contract Administrator. All expenses incurred from these inspections will be the sole responsibility of the Contractor. The Contractor shall pay for all fines for violations.
- E5.5 To ensure equipment suitability for effective Contract performance throughout the duration of the Works, vehicles and equipment at the start of the Contract shall be new. New vehicles and equipment shall be considered any vehicle or piece of equipment with less than 240 hours of total operating time. For all other vehicles or pieces of equipment, new shall mean having never been used for any active purposes and no older than model year 2011.

- E5.6 Notwithstanding E5.5, to expedite the implementation of service, the Contractor may utilize older vehicles in the performance of these Works until such time when new vehicles can be obtained; but no longer than six months after the start of the Contract. All costs associated shall be borne by the Contractor.
- E5.7 In addition to all legally-required safety equipment, the Contractor shall equip all Collection vehicles with the following:
- (a) approved back-up beeper horns;
  - (b) rotating amber caution light(s) mounted on the top or rear of the vehicle, which shall be clearly visible at all times;
  - (c) spill kits including hand tools (e.g. broom, shovel, etc.) and absorbent materials to facilitate the sweeping of any material which may be spilled;
  - (d) emergency kit for vehicle breakdowns, e.g. traffic cones;
- E5.8 Further to and E5.7, the temporary older vehicles are not required to be equipped with the GPS-AVL requirements described in E5.23.
- E5.9 The Contractor must have at least one spare vehicle of the total fleet, and the spare(s) Collection vehicle must not be older than 3 (three) years old at the commencement of the contract and must not be older than 8 (eight) years old at anytime during the normal contract term. All spare vehicles shall be equipped with GPS-AVL as described in E5.23.
- E5.10 Collection vehicles shall be properly constructed, maintained, and sufficiently enclosed to prevent or eliminate the depositing of any debris onto the streets during the performance of the Contract.
- E5.11 Each Collection vehicle shall carry sufficient hand-tools (e.g. brush, broom and shovels) to clean up any debris that may have been dropped or spilled by the Contractor.
- E5.12 The Collection fleet shall include vehicles capable of providing service to all front streets, back lanes, and service roads without causing damage.
- E5.13 The Contractor's fleet must have Collection vehicles that are capable of manoeuvring through all widths of Right-of-Ways, public or private, and at all times the vehicles must remain on designated travel surfaces in all weather conditions. This includes conditions during winter when snowplowing and/or snow accumulations reduce the width of the traveling surface or change the physical location of the traveling surface. Snow on public roadways will be cleared in accordance to the City of Winnipeg, Snow and Ice Control Operations Manual.
- E5.13.1 If a Collection vehicle cannot safely manoeuvre on a narrow street/lane, or without causing property damage, the Contractor will be required to service the area with a smaller Collection vehicle. The Contract Administrator or designate shall be the sole arbitrator of this change in service and his/her decision is final. All costs associated with this change in service will be borne by the Contractor.
- E5.13.2 Further to E5.13, 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.
- E5.14 Letters and numbers used for identification purposes must be a minimum of twenty-five centimetres (25 cm) in height and positioned in such a manner as to be clearly visible when viewed from both sides and rear and front of the Collection vehicle(s).
- E5.15 The Contract Administrator may also require the Contractor to affix signs on each side and/or the rear of each Collection vehicle that proclaim messages of public interest or promote any aspect of solid waste/recycling programs being carried on by the City of Winnipeg. Said signs shall be paid for and supplied by the City. The City shall be responsible for all costs associated with affixing the signs to each Collection vehicle in a manner and position acceptable to the Contract Administrator.

- E5.16 Notwithstanding any other legislation or regulation, the Contractor shall keep the Collection vehicle in a clean and presentable condition and free from any visible rust and damage. Any visible rust or damage shall be repaired within 20 Calendar days of notification. All costs associated with repairs will be borne by the Contractor.
- E5.17 The electronic equipment on each vehicle should include, but not limited to cameras, GPS devices, RFID readers, and monitors that are capable of functioning in extreme temperatures of -40C to +60C.
- E5.18 Collection vehicles must be equipped with a mechanical lift mechanism, and must be capable of dumping a front load container and replacing a front load container to its original location without damage to the front load container or the area it is located on.
- E5.19 Each Collection vehicle shall be equipped with a RFID reader device that has a common program format that will be made available to City of Winnipeg. This RFID reader device will be compatible with "EPC Class 1 Gen 2" and "ISO 18000-6c" RFID tag standards and be capable of reading 24 digit Tag ID
- E5.20 Each Collection Vehicle shall be equipped with a video monitoring system. The camera(s) and monitor shall be mounted in such a way that allows the operator to inspect the contents of each Collection Container load, and/or to record a photo of the site conditions where service could not be provided (eg. parked vehicles preventing access). The system must record all photos/videos and must store the information in a common video/photo file format. The system shall be compatible with the RFID reader device and/or the GPS device.
- E5.21 The Recycling Collection vehicles must not compact the Recyclable Materials greater than the approximate materials density of 150kg/m<sup>3</sup>. Audits will be performed periodically for the duration of the Contract to verify the compaction ratio.
- E5.22 GPS-AVL Requirements
- E5.22.1 The Contractor shall supply all Collection vehicles with GPS-AVL (Global Positioning System-Automated Vehicle Locator) hardware, software, and manuals necessary to operate the system.
- (a) The equipment will be provided by the Contractor, which will retain ownership throughout the Contract by the Contractor. All maintenance, installations, and removals will be paid by the Contractor.
  - (b) The GPS-AVL equipment must be tamper resistant, durable, and rugged in design.
  - (c) The GPS-AVL equipment must operate using the vehicle's power source and should be wired to power-on automatically upon vehicle ignition. Operator interaction must not be required.
  - (d) The City will be using the GPS-AVL technology for quality assurance and Contract administration.
  - (e) The GPS-AVL/GPS system and associated web-based application must be completed and running by the beginning of the Collection Work of the Contract.
  - (f) Sign off by City staff will occur once all requirements have been tested and met.
- E5.22.2 GPS-AVL Software Requirements
- (a) The Contractor shall provide a secure web-based service that the City will be able to use to retrieve Collection Container pickup data. This data will include a record of each recycle Collection Container that was emptied as well as a record of any address that did not have its Collection Containers out or address where the Contractor could not empty the Collection Containers. Collection Container data will be accessible through this web service within 1 hour of the actual event.
  - (b) The web service will provide a method where by the City will specify a specific date and receive back a .csv formatted text file containing the following data for each pickup and unserviceable locations recorded on that date:

- (i) Event identification number – A primary key that uniquely identifies this specific data sample row across all rows collected across multiple days.
  - (ii) Location coordinates – Expressed in UTM Nad83 Zone 14 North
  - (iii) Date and time of the event – Following the format YYYYMMDD HHMMSS
  - (iv) Exception code – Numeric code used for describing any exception such as “bin blocked, cannot pickup.
- (c) The web service will provide a method where by the City can specify a specific event identification number (see data file format) and retrieve the related photograph/video. It would be preferable for the Contractor to provide video capture capability but photograph capture capability is acceptable
- (d) The Contractor shall provide a secure web based application to view the location and event data and provide the City access to it. The service and data transmission cost will be the responsibility of the Contractor.
- (e) The City will provide the initial GPS-AVL requirements and data retrieval format requirements to the Contractor. The data shall include, but not be limited to:
- (i) Arrival at, and departure from, each stop on the route
  - (ii) Arrival at/exit from home site
  - (iii) Time spent on route
  - (iv) Speed and direction of vehicle
  - (v) Idle times
  - (vi) Stops
  - (vii) Vehicle arrival at, and departure from, the Designated Facilities
  - (viii) Time spent at the Designated Facilities
- (f) Truck activities are to be time and location stamped.
- (g) The system must automatically and accurately collect the time and location of every identified event.
- (h) Location data must be provided in UTM Nad83 Zone 14 North format
- (i) Position data is to be collected in one (1) minute intervals, with event data collected on change.
- (j) The Contractor must guarantee complete back up of all GPS-AVL data within the past 12 months and the ability to recover data lost due to system failures.

E5.22.3 The equipment shall include the necessary hardware and software to allow an operator to indicate one to six pickup exception codes with one press/touch. This exception will be tied to the current GPS location and be included in the data file referenced in E5.19.2(b)

#### E5.22.4 GPS-AVL Maintenance Requirements

- (a) The Contractor must ensure that the GPS-AVL equipment is functioning properly and must immediately report all damage and malfunctions to the equipment to the City.
- (b) The Contractor shall inform the City of any planned hardware/software activities (such as maintenance, upgrades, etc.) that may interrupt availability of the GPS/GPS-AVL application/data seven (7) days prior to the planned activity.
- (c) The City may require the Contractor to remove vehicles whose GPS-AVL system is non-functional. In such cases, a vehicle whose GPS-AVL system is non-functional cannot resume service until all problems with the hardware or software are fixed.

#### E5.22.5 GPS-AVL System and Web-Based Application Requirements

- (a) At a minimum, the GPS/GPS-AVL system and associated secure web-based application are required to:
  - (i) Monitor both current position and route progress (tracking) via on-screen display of position and/or path on a secure web-site to which the City will be granted access

- (ii) Display vehicle movement, identify and show the position of the vehicle every one (1) minute
  - (iii) Display any number of the fitted vehicles in live or playback modes
  - (iv) Record and report distances traveled by vehicles on any given day and total distances since the vehicle became operational
  - (v) Report and record the speed traveled by the vehicles
  - (vi) Allow the City to independently assign labels and add or remove vehicles from the display
  - (vii) Allow the City to add and subtract any number of landmark icons on the display by turning existing layers on and off
  - (viii) Indicate the direction of travel of each displayed vehicle
  - (ix) Provide vehicle location by street address and GPS coordinates
- (b) The base map on the web-based application should include municipal boundaries and receive an update of road maps at least once every two (2) years.
- (c) The web-based application should have the following, but not be limited to, basic functions:
- (i) Zoom in
  - (ii) Zoom out
  - (iii) Pan
  - (iv) Previous extent
  - (v) Identify
  - (vi) Selection by rectangle
  - (vii) Print
  - (viii) Help
  - (ix) Searches: map an address, map an intersection, quick search; i.e. find a road
  - (x) Layer list
  - (xi) Legend
  - (xii) Reset map
  - (xiii) Reporting

#### E5.22.6 Web Application Tools

- (a) Refresh
- (i) Updates real time location for vehicle(s) in the current extent of the map window, also acts as a general site refresh, while maintaining the current map extent.
- (b) Auto Refresh
- (i) A Check-box for auto-refresh (updates real time location for vehicle(s) in the current extent of the map window) automatically refreshes the current extent of the map window every two minutes (smallest frequency) or at a longer interval defined by the user. If another tool/function is used, the Auto-Refresh may be interrupted (specific tools that would interrupt this function include playback in the existing window, find vehicle on map, etc.).

#### E5.22.7 Vehicle Toolsets

- (a) Vehicle Listings
- (i) The standard structure of the data tab can be used: i.e., a folder for each vehicle grouping (with the individual vehicles listed in each folder when it is expanded) to make layers visible for either the vehicle grouping or one or more individual vehicles in various groupings. When made visible (or on initial load), the last position for each visible vehicle will be displayed. When the user selects refresh or based on Auto-refresh, the real time location of the visible vehicles will be updated (if they are in the map window extent).

- (b) Vehicle Selection
  - (i) A separate pull-down list of vehicle groupings with individual vehicle(s) by vehicle number that appears on the vehicle. The user shall be able to select all of the individual vehicles by number on the vehicle. 'Select All/Deselect All' button should be included. The vehicles should also be selectable by drivers name, type, number and area served.
- (c) Find Vehicle on Map
  - (i) The user should have the ability to zoom to a selected vehicle — the vehicle should be labelled on the map. If tool tips are not used, a label (or small dialogue box) which contains the latest vehicle information should be added. The user should have the ability to zoom to an area – the vehicles in that area should be visible and labelled on the map. If tool tips are not used, a label (or small dialogue box) which contains the latest vehicle information should be added.
- (d) Latest Vehicle Information
  - (i) The user should have the ability to determine the latest vehicle information. The fields will include Vehicle, Speed, Heading, Last Reported Event and Day/Time of Last Reported Location.
- (e) Update Real Time Location
  - (i) Acts as refresh for a selected vehicle and provides Latest Vehicle Information.

#### E5.22.8 Map Playback Tool – Positions and Vehicle Events

- (a) This tool enables you to obtain a history of a vehicle's location and basic events based on history criteria that the user determines. Vehicle position history (playback) should display the selected vehicle with an arrow icon, and the basic vehicle events with appropriate symbols.
  - (i) The user would be able to select a vehicle from a pull-down list (all vehicles that are available in the map service).
  - (ii) The user would be able to select time ranges ('Quick Time Ranges) from a pull-down list, which automatically populate the start date/time and end date/time fields. The user can then proceed to alter the date/time using the calendar pop-up or by manual edit.
  - (iii) After selecting the 'View Map' button, a new window would pop up in which all points in the playback are displayed on a base map with roads, water features, etc., the name of the vehicle, start and end day/time, scale bar. Basic tools are still needed in the pop-up; e.g., zoom in/out, pan, re-centre, playback, print. The animated playback should begin with one point at a time and continue to add points, based on day/time sequence. The symbology for each point should reflect heading; e.g., arrow head.

#### E5.22.9 Proximity Toolsets

- (a) Vehicles Closest to an Address
  - (i) The web-based mapping shall have the ability to allow the City to locate the closest vehicle to a service request site on any date through any of the following methods: visual analysis (i.e., the user can look at all of the current vehicle locations to visually determine the closest), address or intersection query (i.e., an address is entered and the closest vehicle to that location is returned on a specified date) or through user-specified spatial location (i.e., the user clicks on the map and the closest vehicle to that location is returned).
  - (ii) The user can select the appropriate vehicle from the Search Results list and the map window then displays the selected vehicle with a label (name of the selected vehicle). The extent is adjusted so that both the address and the vehicle are displayed on the map. The user may right-click to refresh the vehicle location and access additional options (see screenshot).

#### E5.22.10 Miscellaneous Functions

- (a) Tool Tip for Vehicle
  - (i) As the cursor hovers over a GPS-AVL/GPS point, the tool tip that appears will consist of (but may not be limited to): Vehicle (name), Date/Time, Speed, Heading and current position (address).
- (b) Export and Print Map
  - (i) The user would be able to select export the map to JPEG, etc., and print the map extent.

#### E5.22.11 Reporting Functions

- (a) Standard Reports - For a group of vehicles or individually selected vehicles, a number of standard report options should be available. Where an address is included, a link to a map window should be provided. Sample reports are included (but are not limited to) those shown below:
  - (i) Last Known Position
  - (ii) Vehicle Event - Events include: vehicle Stop/Start, speed etc.
  - (iii) Stop - Stopping Thresholds: e.g., Record a stop event when speed is at/or below 0 km/h
  - (iv) Speeding - The Speeding Thresholds option enables the Contract Administrator to designate a speed and duration of time for each vehicle in the fleet. When a vehicle exceeds the designated speed for the set duration of time, this event will be reported. Certain parameters must be defined by the user. e.g., speeding thresholds: Record a speeding event when the vehicle exceeds 80 km/h for more than 2 minutes.
  - (v) Position - Results should open up in the standard 'Query/Selection Results' window and includes an 'Export to Excel' or PDF option, and should include the vehicle name, date/time, northing, easting, speed, heading and address.

#### E5.22.12 Vehicle Activity Summary

- (a) Exception Reports - For a group of vehicles or individually selected vehicles, a number of exception report options should be available. Where an address is included, a link to a map window should be provided. Sample reports are included, but are not limited to, those shown below:
  - (i) Engine Idle
  - (ii) Start Time

#### E5.22.13 Training Requirements

- (ii) The following training will be required:
  - (i) Demonstration and training session(s), as requested by the City, must be provided for users of web-based application.
  - (ii) As part of the training, the Contractor must provide printed and electronic format training manuals for the web-based application.

#### E5.22.14 GPS-AVL Data Storage Requirements

- (a) Data storage and data access
  - (i) Event data must be stored and accessible for 12 months.
  - (ii) Location data must be stored and accessible for 12 months.
  - (iii) Units must have the ability to store data information when the communication network is unavailable (stored data would be sent once the network was available).
  - (iv) After 12 months, the Contractor shall send event and location data to the City for storage on their system, in an agreed upon file format.
  - (v) The City reserves the right to request a download of the data, at anytime.
- (b) The Historical Data Retrieval features will have the following:



- (i) The system must automatically log all stops with vehicle identification, time stamp, location and specified driver inputs, in a format readily suitable for importing to a common database program.
- (ii) The data shall be available for no less than 12 months in the software interface.
- (iii) The system shall be capable of replaying individual vehicle movements and status for any specified snapshot in time.
- (iv) The system should be capable of showing vehicles in a defined area (zooming in) on the map on any given day to view the vehicles in that area.
- (v) The system must perform various pre-defined and ad-hoc queries to analyze equipment performance and verify route completion where real-time information is not required.
- (vi) The system must perform pre-defined, selectable queries to filter equipment by activity and display on appropriate map layer, in order to verify work performed.
- (vii) The system must perform various ad-hoc queries on all equipment sensors
- (viii) The system must playback the path of a vehicle on-screen, for a selectable time period.
- (ix) All query results are displayed on-screen and allow formatted printing of both tabular data and mapped data.

E5.23 Over the duration of the Contract, should innovations produce technology that can enhance the Collection program, the City reserves the right to install said devices on each Collection vehicle. The cost of the supply and installation of said equipment will be borne by the City.

## **E6. COLLECTION METHOD**

- E6.1 The hours of Collection shall be between 7:00 a.m. and 6:00 p.m. In the cases of unusual delay, emergency or equipment breakdown, the Contractor may request to extend the hours of Collection accordingly, provided that the Contractor reports any deviation from the schedule to the Contract Administrator. In any event, the Contractor may not start earlier than 7:00 a.m. or carry out Collections past 10:00 p.m.
- E6.2 The Contract Administrator will at a limited number of locations at his/her discretion specify the collection time at these specific locations.
- E6.3 The Contractor shall immediately notify the Contract Administrator or designate whenever peak period excesses or equipment breakdowns occur that are likely to generate delays in the regularly provided Collection service. The Contract Administrator shall be advised as to the Contractor's plans to correct this delay in service.
- E6.4 The Contractor shall keep any vehicle used for Collection clean and free of any debris or contamination prior to the Collection of recyclables.
- E6.5 The Contractor shall cleanup any spillage created during Collection, including leakage from the Contractor's equipment as per E16. The cleanup of any spillage will be considered incidental to the Contract and no additional payments will be made for any such work.
- E6.6 Further to E6.5, the Contract Administrator reserves the right to authorize or undertake the cleanup, 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.
- E6.7 In the case of a fire occurring in a Collection vehicle and where the Contractor is forced to dump the load at a location other than the designated facility, the Contractor shall be responsible to clean up the spillage as soon as the fire is extinguished.
- E6.8 Where the Contractor receives notice of a missed location prior to 6:00 pm the Contractor shall collect the missed location prior to the end of the same working day. If the notice is received after 6:00 pm, and is not serviced the same day, the service request will be considered a

service deficiency as per E 17.2 and must be serviced as the initial Collection on the subsequent day. Failure to do so will result in a penalty as per Clause E17.11. Where the Contractor does not respond accordingly, the City reserves the right to carry out such Collections. All costs associated with such Collections will be the responsibility of the Contractor.

- E6.9 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 to any greater extent than is absolutely necessary during service.
- E6.10 Materials collected from any location other than those serviced by this Contract will not be allowed unless approved in writing by the Contract Administrator.
- E6.11 The Contractor shall make every reasonable effort to service Collection Containers that have no obstruction immediately between Collection Container and Collection truck. Extra material and/or additional Collection Containers are not considered obstructions.
- E6.12 The Contract Administrator may request the Contractor to affix a non-compliance notice (supplied by the City) to the Collection containers when participants use unacceptable Collection Containers, use non-compliant placement of containers or any other infraction designated by the Contract Administrator. The Contractor shall notify the Contract Administrator of those locations that are non-compliant, no later than 7:00am the subsequent day.
- E6.12.1 The Contractor will affix a non-compliance notice to the Collection containers when:
- (b) Unacceptable materials are observed in the container prior to loading;
  - (c) After unloading the contents into the truck, the operator observes unacceptable materials present; or,
  - (d) After unloading the contents into the truck, materials are remaining in the Collection Container.
- E6.13 The non-compliance notice shall indicate a number of reasons why the material was left uncollected. The Contractor shall complete the non-compliance notice by identifying the appropriate reason why the collectibles were left.
- E6.14 Failure to complete and affix a non-compliance notice in the appropriate situation may result in a "service deficiency" under E17.
- E6.15 The Contractor is not required to collect, remove or transport any hazardous materials as defined in the Solid Waste by-law. Any inadvertent Collection of hazardous material shall be the sole responsibility of the Contractor.
- E6.16 All materials set out for Collection and/or collected are the property of the City of Winnipeg and the City shall have exclusive rights to the material collected. Scavenging by the Contractor's employees or agents hired to perform duties under this Contract, shall not be permitted at any time.
- E6.17 Collection Containers that have visible contamination prior to dumping must not be collected. A record of locations must be provided to the Contract Administrator at the end of the Collection day.
- E6.18 Using the video monitoring system, the Contractor will be required to monitor the contents of each Collection Container for contamination. In the event that a Collection Container contains obvious contamination, the Contractor must record the address and a photo/video of the contents, and provide to the Contract Administrator as per clause E6.17
- E6.19 If, during the Collection of materials, a Collection Container is inadvertently lost in the service vehicle, the Contractor must make every effort to retrieve it. If the Collection Container cannot be retrieved, the Contractor shall record the location, and provide the location to the Contract

Administrator at the end of the Collection day. All costs associated with replacement of the Collection Container will be the responsibility of the Contractor.

- E6.20 Where excess material is piled outside of the containers so as to render container dumping difficult during the immediate post-Christmas collection only, the Contractor shall not leave the container uncollected but shall carry out whatever supplementary measures are necessary for collection (including hand removal of interfering material). The Contract Administrator shall be the sole authority over the degree of reasonableness applicable to each potential missed collection determination under E17.
- E6.21 Under this Contract the Contractor shall be required to service all locations. The Contractor may be required to enter private property and service the Collection Containers using a front end or pull out collection method.

## **E7. PULLOUT SERVICE CUSTOMERS**

- E7.1 At those locations designated by the Contract Administrator, the Contractor shall provide "Pull-Out Service". The Contractor is required to collect and replace the Collection Container from a location on the property as directed by the Contract Administrator.

## **E8. UNLOCKING SERVICE**

- E8.1 At those locations designated by the Contract Administrator, the Contractor shall provide "Unlocking Service". The Contractor is required to unlock and relock the Collection Container. The Contractor must supply and maintain all locks to be used for this service; keys must be provided to the Contract Administrator and the customer.

## **E9. DESIGNATED FACILITIES**

- E9.1 The Contractor will deliver all loads to a designated facility located within the City of Winnipeg, as directed by the Contract Administrator. The current designated facility is a Material Recovery Facility (MRF) located at 1029 Henry Avenue. The hours of operation of the MRF, including truck weigh scale, are 7:00 A.M. to 6:00 P.M, Monday to Friday.
- E9.2 The Contractor may make a request to the Contract Administrator to extend facilities hours. The decision will be at the sole discretion of the Contract Administrator or his designate. This service will come with a fee of \$150/hour charged to the Contractor.
- E9.3 At the City's designated facilities, the Contractor's Collection personnel shall be required to take direction from the Contract Administrator or its agents as to the location of tipping areas to be used at the site. The Contractor's personnel using the designated facilities shall respect all posted speed limits, operational regulations, safety policies and procedures as directed by the Contract Administrator or designate.
- E9.4 The Contract Administrator reserves the right to alter the location of the MRF within the City of Winnipeg during this Contract. Should the location of the Designated Facility for receipt of recyclables be altered to another location within the boundaries of the City of Winnipeg, the Contractor shall not be entitled to any adjustment in compensation
- E9.5 The Contractor shall weigh in and weigh out every load of material delivered to the facility.

## **E10. RECYCLING**

- E10.1 Recyclable materials or recyclables accepted in the City of Winnipeg program are:
- (a) Milk and juice cartons (gable top containers);
  - (b) Juice boxes (aseptic containers);
  - (c) #1 - #7 plastic containers;
  - (d) Steel (tin) food cans;

- (e) Aluminum beverage cans;
- (f) Glass jars and bottles;;
- (g) Newspaper, flyers, junk mail
- (h) Household paper, magazines, envelopes;
- (i) Shredded paper contained in a bag;
- (j) Phone books;
- (k) Corrugated Cardboard:
- (l) Boxboard.

E10.2 Further to E10.1, the Contract Administrator reserves the right to add or delete recyclable materials.

E10.3 The Contractor is responsible to ensure that Collection Containers containing obvious/visible contamination are not collected. The Contract Administrator shall determine if the Contractor may be assessed a penalty for contaminated loads should the non-recyclables in a load exceed a limit of approximately 10% by weight. The current program residue rate is approximately 5% by weight.

E10.4 If the Contractor delivers a contaminated load of Recyclable Materials to the MRF, the load may be set aside for further assessment and/or processing by the MRF operator under the direction of the Contract Administrator or designate. Should the Contract Administrator or designate determine that the load exceeds the rate as specified in E10.3, the Contractor shall be responsible for all costs associated with any additional processing, handling and/or disposal costs related to the contaminated load; that amount not to exceed one thousand dollars (\$1,000) per occurrence.

E10.5 To prevent contaminated loads, the Contractor may be required to make changes to its collection procedures (e.g. increasing the collector's education to ensure that non-acceptable items are not collected and/or inspection of container contents prior to collection). The changes to the collection procedures shall be developed within a time-period and in a manner acceptable to the Contract Administrator which time-period will not be longer than five (5) Working days from the time of receipt of notice from the Contract Administrator.

## **E11. MATERIAL AUDITS**

E11.1 When required and as directed by the Contract Administrator, the Contractor shall assist the City with performing waste audits, on a bi-annual basis. Assistance shall be the separate Collection of materials from designated locations and delivery of materials to a location for auditing purposes by the City or designate. Payment for said works shall be incidental to the Contract.

E11.2 When required and as directed by the Contract Administrator, the Contractor may be required to deliver specific loads of recyclables to an alternate site, for the purposes of performing material audits. Payment for said works shall be incidental to the Contract.

E11.3 When required and as directed by the Contract Administrator, the Contractor shall assist the City with performing pilot studies. Assistance shall be the Collection of materials at designated locations during the period of the study are left for separate Collection by the City or designate. Payment for said works shall be negotiated in advance of any pilot studies.

## **E12. TEMPORARY/IMPASSABLE ROADWAYS**

E12.1 The materials shall be collected under all weather conditions, with the exception of impassable roadways due to an act of God (such as a flood or an exceptionally heavy snowfall) which temporarily prevents the performance of the Works of the Contract. The Contract Administrator shall be the sole arbitrator and his/her decision is final.

- E12.2 The following are considered temporary obstructions and not impassable roadways. Some examples are but not limited to; emergency, service or other vehicles parked in traffic lanes, construction sites indicated with local access only signs and the like, and/or Collection containers.
- E12.3 In the event that the Contractor encounters a temporary obstruction, the Contractor must return the same day after 4:30 p.m. where the temporary obstruction was encountered, and service the location(s). If the obstruction remains after 4:30 pm, the Contractor shall notify the Contract Administrator, and must return and collect the material at the beginning of the next day. If the roadway remains obstructed, the Contractor shall immediately notify the Contract Administrator.
- E12.4 In the event that the roadway is declared by the Contract Administrator to be impassable, the Contractor and Contract Administrator shall mutually agree to a method of collecting the materials and the Contractor shall collect the materials. Payment for the additional work involved in the Collection of the materials shall be considered as extra work under this Contract. The extra work shall be only that work which is required by the Contractor to remove the materials from the impassable roadway to a point where it can be picked up by the Contractor at the nearest passable roadway. Extra work shall be compensated as per Form B: Prices.
- E12.5 However, even in roadways declared impassable, areas or parts of areas that are able to be collected shall be serviced. Service may be temporarily postponed or the service location relocated only with the permission of the Contract Administrator. Should a temporary postponement of service be allowed, service must be resumed at the earliest possible time following the postponement, or as stipulated by the Contract Administrator.
- E12.6 Should weather conditions exist such that the Contract Administrator deems it necessary to omit certain Collections altogether, no payments will be made.

### **E13. PLACEMENT, DAMAGE OR MISUSE OF CONTAINERS**

- E13.1 The Contractor shall replace emptied Collection Containers in the same location as prior to pick-up. The Contractor shall employ reasonable care so as not to damage or misuse any Collection Containers. Failure to respond promptly to violations of this Clause may result in correction by the City with costs recoverable as liquidated damages. Should Collection Containers or property damage result from unreasonable service of any Collection Containers, as determined at the sole discretion of the Contract Administrator, the alleged damage claim will be forwarded to the Contractor for resolution. Should a successful claim subsequently be adjudicated by the Contract Administrator and paid due to failure by the Contractor to reasonably respond to a claimant, the costs of the claim will be deducted from the Contractor's payments as a performance deficiency.

### **E14. INSPECTION**

- E14.1 Periodic inspections of the Contract area, including vehicle inspections and vehicle contents, 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.

### **E15. WORK PERFORMANCE**

- E15.1 The Contractor is responsible for performing 100% of the work requirements on each scheduled Collection day.
- E15.2 If, in the opinion of the Contract Administrator, the Contractor is not performing the work reasonably in accordance with the approved schedule, the Contract Administrator may demand, in writing, more vehicles, equipment and/or staff to be provided by the Contractor

immediately, and upon the Contractor's failure to provide them, the City may arrange to hire additional vehicles or equipment and staff and charge the cost of such hire to the Contractor. Such supplementary support resources will continue at the Contractor's expense until the Contract Administrator is advised of a satisfactory plan of action to correct the referenced performance deficiency or until other remedy as provided in the Contract is invoked.

#### **E16. ENVIRONMENTAL CLEAN-UP**

- E16.1 The Contractor is responsible for the immediate cleanup of any spillage or leakage of material from a Collection Containers and collection vehicles, including but not limited to, any spillage or leakage which occurs during the collection or transporting of materials.
- E16.2 The material must be cleaned up, picked up, moved or otherwise remediated within three (3) hours of becoming aware of the spillage or a request from the Contract Administrator, whichever is sooner.
- E16.3 In the opinion of the Contract Administrator the Contractor does not comply with E16.1 and E16.2 in a timely manner the Contractor will be considered in default of the Contract and the City may clean up, pick up, move or otherwise remediate the material. All costs in this regard will be charged to the Contractor and deducted from his payment. Serious and/or repeat defaults of this nature may be grounds for termination of the Contract.

#### **E17. SERVICE STANDARDS**

- E17.1 One of the goals of the Solid Waste Services Division is to provide excellent service to its customers.
- E17.2 In order to determine the level of service being provided, the City operates a 311 Call Centre and tracks calls from its customers. Each call to the Call Centre will generate a service request. Also, service requests can be generated by City employees.
- E17.3 Based on current information, calls to the 311 Call Centre will be categorized into service request categories, of which six (6) will be applicable to this Contract. The three applicable service request categories for this Contract are:
- (a) Missed Collection -Service Deficiency
  - (b) Missed Collection –Same Day Miss
  - (c) Request for New Service
  - (d) Miscellaneous
  - (e) Operator Standards and
  - (f) Damage or Theft by Collection Crews
- The description title of these categories may change prior to the start of this Contract; however, their substance will not change.
- E17.4 Damage or Theft by collection Crews are typically, but not limited to, instances of:
- (a) Damaged collection container;
  - (b) Damage to public or private property;
  - (c) Misplaced collection container;
  - (d) Spillage;
  - (e) Profanity;
  - (f) Excessive Noise.

- E17.5 Missed Collection-Service deficiencies are typically, but not limited to, instances of:

- (a) Missed Collection;
- (b) Misplaced or damaged Collection container;
- (c) Spillage;
- (d) Dangerous driving;
- (e) Profanity;
- (f) Damage to private or public property;
- (g) Excess noise; and
- (h) Providing service outside of the regular Collection hours without prior consent from the Contract Administrator.
- (i) Collection Containers that are damaged during Collection.
- (j) Collection of recycling Collection Containers by un-cleaned garbage vehicles
- (k) Landfilling of recyclable materials.
- (l) In contravention of a location's No-Smoking Policy.

- E17.6 Further to E17.5, where the Service Request was generated under circumstances beyond the control of the Contractor, the Contract Administrator, at his/her sole discretion, has the right to cancel Service Requests. This discretion will only be applied in a limited number of cases.
- E17.7 Further to E17.3(b), a call to 311 regarding a missed Collection that is received prior to 6 p.m. on the same day as the scheduled Collection, is not a service deficiency if serviced is provided. In the event that service is not provided, the call shall be considered a Missed Collection and E17.10 shall apply.
- E17.8 The Contract Administrator shall provide the Contractor a copy of every service request, except for those classified as Miscellaneous. The City will supply and install a computer terminal and associated software in the Contractor's office to directly receive service requests electronically. The Contractor will be required to complete the work order electronically and route to the City in order to complete the service request. The City will provide software application training during this process.
- E17.9 Further to E17.5, the Contract Administrator may make known to the Contractor's Field Supervisor, or to the competent person in the office, by phone, electronically, or in person, notification of missed pick-ups. This shall be sufficient notice for the application of the missed service deficiency.
- E17.10 If the service request is a service deficiency, the Contractor shall remedy the service deficiency within 24 hours of receipt, and report back to the City within 48 hours of receipt, the time and date when the remedy occurred. Failure to do so will result in a penalty of one hundred dollars (\$100.00) per occurrence.
- E17.11 The Contractor shall be assessed a penalty in the amount of one hundred dollars (\$100.00) for each unit as defined in the Form B: Prices which, after investigation, has been determined by the Contract Administrator to have been missed on any Collection.
- E17.12 Failure of GPS/AVL system to operate 96% of the time averaged monthly will result in a penalty of one hundred dollars (\$100.00) per occurrence per vehicle per working day.
- E17.13 Over-compaction of Recyclables will result in a penalty of five hundred dollars (\$500.00) per occurrence.
- E17.14 Failure to adhere to Provincial Health and Safety policies regarding the wearing of high visibility clothing and safety foot wear will result in a penalty of one hundred dollars (\$100.00) per occurrence.
- E17.15 Service deficiencies shall apply on any day, for service as described below:

- (a) For Recyclables, a penalty of one hundred dollars (\$100.00) if there are more than six service deficiencies on any day, per service deficiency

E17.16 A penalty of three hundred dollars (\$300.00) will apply to each service deficiency indicated in clause E17.5(h) and E17.5 (i) – unless instructed by the Contract Administrator.

E17.17 A penalty of five hundred dollars (\$500.00) will apply to each Collection Container collected as indicated in clause E17.5(j) and E17.5 (k).

E17.18 A penalty of five hundred (\$500.00) will apply to each service deficiency indicated in clause E17.5(l).

E17.19 At the end of every month, the Contractor Administrator will generate a report for all addresses that have experienced three or more service deficiencies during the previous six months. A penalty of two hundred dollars (\$200.00) per address on the report will be assessed.

E17.20 All penalties will be deducted from the Contractor's payment for the month of occurrence.

E17.21 Further to E17, if there are no service deficiencies on a collection day, an incentive bonus will be paid in the amount of one hundred dollars (\$100.00) per day.

E17.22 In order to allow for the Contractor to become familiar with the work, penalties for Service Deficiencies in E17 will not apply for the first month of Collection.

E17.23 Any and all claims for damage assigned to the Contractor by the City, will be classified a Service Deficiency and must be handled in the same timeframe as in E17.10. If the deficiency has not been addressed to the satisfaction of the Contract Administrator, the City will resolve the claim with all associated costs and penalty charges deducted from the Monthly Payment Certificates.

E17.24 The Contractor's staff must observe No-Smoking Policies that may be in effect at any location.

## **E18. STAFFING REQUIREMENTS**

E18.1 Further to D6; The Contractor shall provide sufficient coverage of the positions listed should regular staff require replacement during vacations, illness, etc., and shall immediately notify the Contract Administrator.

E18.2 The Contract Administrator may call meetings related to the performance of this Contract. The Contract Administrator will designate a time and place for the meetings. The Contractor shall send at least one representative to each meeting. The Contractor's representative shall have authority to resolve issues on behalf of the Contractor.

E18.3 The Contractor shall ensure that all employees, while on duty, wear neat, good condition, clean work uniforms. The uniforms shall be labelled in such a manner as to identify the employee as the Contractor's employee i.e. Contractor's name and logo.

E18.4 The Contractor shall provide to the Contract Administrator, to his/her satisfaction, the address, telephone numbers including, but not limited to, mobile telephone numbers, and email addresses of the Contractor's representatives who may be contacted and available within reasonable notice 24 hours a day, 7 days a week, on matters relating to the Contract and who shall have primary responsibility for the Contract.

E18.5 The field supervisors are to ensure a courteous, prompt and efficient service for the Work and customer service issues. The supervisors shall be responsible for direct supervision of the Work including, but not limited to, supervising the Contractor's Collection staff, overseeing the Collection operations, ensuring that the Contract requirements are being met, and handling customer service issues.

E18.6 The field supervisor(s) shall be exclusively available for the Contract requirements during regular Collection hours.



## **E19. EMPLOYEE TRAINING REQUIREMENTS**

E19.1 The Contractor shall provide proper, adequate, and continuous job training for the Contractor's staff to ensure the work is completed in a safe and proper manner. The Contractor shall ensure that staff involved in the Collection and handling of all materials are trained with respect to the following, but not limited to:

- (a) scope of the intended work;
- (b) applicable Standard Operating Procedures for the work
- (c) acceptable or unacceptable materials collected under this contract;
- (d) customer service training for interaction with the general public and City;

E19.2 All proper, adequate and continuous job training for the Contractor's staff training program will be at the Contractor's expense.

E19.3 The Contractor must ensure that all equipment operators have the appropriate license(s) required by all Applicable Law and training to operate the vehicles and equipment they will be operating. The Contractor shall provide a copy of the licence(s) and/or driver's abstracts upon request by the Contract Administrator.

E19.4 The Contractor shall not utilize an employee that has not received mandatory Employee Training Requirements.

## **E20. HEALTH AND SAFETY**

E20.1 The Contractor shall provide mandatory training for employees and Subcontractors (if applicable) involved with the Contract. The training shall include, but is not limited to, health and safety training, training on how to operate equipment and vehicles, and emergency response measures.

E20.2 Health and Safety training shall include but not be limited to:

- (a) site specific potential hazards;
- (b) use of personal protective equipment (PPE);
- (c) work practices by which the employee can minimize the risks from potential hazards;
- (d) discussion and recognition of symptoms associated with exposure to hazards, i.e. adverse weather conditions, heat, cold, personal hygiene; and
- (e) Health and Safety training, WHMIS training, workplace safety, first aid training, traffic control training, and other relevant training.

E20.3 The Contractor shall not utilize an employee or a subcontractor that has not received mandatory safety training.

E20.4 Upon request from the Contract Administrator, the Contractor will provide written confirmation that all employees directly involved with the Contract have undergone a complete safety training program before undertaking any Work within the Contract. This written confirmation will be updated as new employees are engaged.

E20.5 A copy of the safety training policies and procedures will be provided to the Contract Administrator at least thirty (30) calendar days after receiving notice of award, and revisions forwarded to the Contract Administrator through the Term of the Contract when the Contractor undertakes such revisions. The Contractor's safety training policies and procedures is subject to the City's review.

E20.6 All Subcontractors shall receive the mandatory training prior to commencing Work during the Operations Period.

E20.7 The Contractor is responsible for the supply all safety equipment and safety supply materials required for the Work. This includes, but is not limited to:

- (a) hard hats, CSA safety footwear, coveralls, eye protection, hearing protection,, safety vests, puncture proof gloves, and any other personal protective equipment (PPE) that may be required;
- (b) fire extinguishers (as required by the fire standards);
- (c) any other safety equipment required by Applicable Law;
- (d) any other safety equipment required to comply with policies and/or procedures for each of the Designated Facilities; and
- (e) any other safety equipment required by the City.

E20.8 The Contractor shall continually maintain and update the safety devices for vehicles and equipment to meet the required safety standards throughout the duration of the Contract.

## **E21. DISMISSAL OF EMPLOYEES**

E21.1 In addition to C5 of the General Conditions, the Contract Administrator may request the suspension, discharge, or other disciplinary action of any employee directly involved in the Collection 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) Unsafe practices or criminal actions;
- (c) The use of foul, profane, vulgar or obscene language or gestures, or other publicly offensive behaviour;
- (d) Solicitation of gratuities or tips from the public for services performed under this Contract;
- (e) The refusal to collect and/or handle collectibles placed out for pick-up in accordance with this Contract;
- (f) The wanton or malicious damage or destruction of containers and/or receptacles;
- (g) The wanton or malicious scattering or spilling of material;
- (h) The scavenging of material placed out for Collection.
- (i) The unauthorized Collection/combining of materials
- (j) The contravention of a No-Smoking Policy at any location.

## **E22. COMMUNICATION REQUIREMENTS**

E22.1 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 on regular Collection days.

E22.2 Field Supervisory staff must be equipped with a smart phone capable of email and voice mail.

## **E23. SCHEDULE OF COLLECTION ROUTES AND DAYS OF COLLECTION**

E23.1 Collection Schedule:

- (a) This schedule is subject to the approval of the Contract Administrator. Pick-up locations shall be scheduled on a, bi-weekly, once-a-week, twice-a-week or once per month basis as designated by the Contract Administrator.
- (b) A twice per week basis means Collection shall occur twice in each calendar week for those locations and such pick-ups shall be scheduled on either Monday/Thursday or Tuesday/Friday
- (c) The Contractor shall keep the collection schedule and collection route list up to date and shall provide the Contract Administrator with a copy upon request.

E23.2 Holidays

- (a) The Contractor shall maintain the specified collection schedule at all times, notwithstanding that periodically, a scheduled collection day will fall upon a statutory holiday, with the exception of Remembrance Day, Christmas Day, and New Year's Day. On those occasions, the Contract Administrator may permit specific variation (on an occurrence-by-occurrence basis) where advance notice is provided to, and approved by, the Contract Administrator at least fourteen (14) calendar days prior to the statutory holiday.
- (b) The Contractor shall incur all costs for service on Public Holidays and during such extended operations or overtime periods as to provide continuous and uninterrupted service.

#### E23.3 Service Change

- (a) Should the Contractor wish to change the specified schedule of collection during the course of the Contract, the Contract Administrator shall be notified in writing at least four (4) calendar weeks prior to the proposed date of change. Any change shall be subject to the approval of the Contract Administrator. The Contractor shall be responsible for the duplication and delivery to each affected premises of a suitable notice of the change, prepared and authorized by the Contract Administrator, from relevant information supplied by the Contractor.

#### E23.4 Peak Periods

- (a) There is considerable variation in the amount of Recyclables to be picked up in a given area periodically, particularly in the spring, fall and Christmas seasons. The Contractor shall meet this variation in demand by using extra equipment, manpower, overtime or if required, extra lifts to ensure that the Recyclables is collected as per the schedule.

**E24. EXCERPTS FROM CITY OF WINNIPEG WASTE COMPOSITION STUDY AND AUDITS**

<b>Product</b>	<b>Density (kg/cubic m)</b>	<b>Recovery Rates</b>
Comingled Fibre	298.5	60.0%
Comingled Containers	44.8	30.0%
Glass	358.2	40.0%

<b>Product</b>	<b>1998 WCS (kg/person/year)</b>	<b>2000 WCS (kg/person/year)</b>	<b>Average (kg/person/year)</b>
ONP	44	49.1	46.55
Magazines	5.7	3.7	4.7
Boxboard	6.7	7.4	7.05
Telephone Books	0.6	0	0.3
OCC	4.5	6.5	5.5
Gabletop	2.6	2.3	2.45
PET	1.3	2.2	1.75
Steel	4.3	6.6	5.45
Aluminum	1.4	1.3	1.35
TetraPak	0.3	0.2	0.25
HDPE	2	2.3	2.15
Glass	14.4	11.5	12.95
<b>Total</b>	<b>87.8</b>	<b>93.1</b>	<b>90.45</b>

**E25. RESULTS FROM RECYCLABLE PRE-SORT AUDITS**

E25.1 This table presents the results of audits performed at the processing facility on incoming material from multi-family residential recycling programs.

<b>Product Percentage</b>	
PET	3.51%
HDPE - Natural	1.37%
HDPE - Coloured	1.06%
Steel (tin)	3.47%
Glass	12.88%
Aluminum	1.08%
Polycoat	1.50%
Tetrapak	0.80%
Plastics #3-7	2.71%
Newspapers & Flyers	32.30%
Magazines	4.80%
Telephone Books	0.80%
Boxboard	7.43%
Cardboard (OCC)	13.67%
Mixed Paper	6.11%
Residue	6.52%
<b>Total</b>	<b>100.00%</b>

E25.2 This is a table of the 2010 tonnages collected in the multi-family front end Collection Container program. The tonnages of this contract may change depending on the participation and number of participating addresses.

<b>2010</b>	<b>Front End Collection</b> (Metric Tonnes)	<b>Number of Loads</b> (approximate)
January	163	29
February	151	27
March	137	27
April	185	34
May	191	27
June	254	34
July	221	33
August	219	33
September	223	37
October	207	33
November	209	36
December	198	39
<b>Total</b>	<b>2,358</b>	<b>320</b>