



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 767-2017

PROCESSING AND MARKETING OF RECYCLABLE MATERIALS

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
Form B: Prices	4

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. No Lobbying	1
B6. Addenda	2
B7. Substitutes	2
B8. Proposal Submission	3
B9. Proposal	4
B10. Prices	4
B11. Experience of Proponent and Subcontractors (Section C)	5
B12. Experience of Key Personnel Assigned to the Project (Section D)	6
B13. Project Understanding and Methodology (Section E)	6
B14. Project Schedule (Section F)	7
B15. Disclosure	8
B16. Qualification	8
B17. Opening of Proposals and Release of Information	9
B18. Irrevocable Offer	9
B19. Withdrawal of Offers	9
B20. Interviews	10
B21. Negotiations	10
B22. Evaluation of Proposals	10
B23. Award of Contract	11

PART C - GENERAL CONDITIONS

C0. General Conditions	1
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PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Services	1
D3. Term of Contract	1
D4. Definitions	1
D5. Contract Administrator	4
D6. Contractor's Supervisor	4
D7. Ownership of Information, Confidentiality and Non Disclosure	5
D8. Notices	5
D9. Contractor Communication and Reporting	6

Submissions

D10. Authority to Carry on Business	6
D11. Worker's Compensation	6
D12. Safe Work Plan	6
D13. Insurance	6
D14. Performance Security	7

Schedule of Work

D15. Commencement	7
D16. Liquidated Damages	8
TABLE 1: Description of Liquidated Damages	9

Control of Work

D17. Job Meetings	10
D18. The Workplace Safety and Health Act (Manitoba) – Qualifications	10
D19. Safety	10
D20. Site Cleaning	11
D21. Deficiencies	11
D22. Uncontrollable Circumstances	12
D23. Unsatisfactory Performance	12
D24. Dismissal of Personnel	12

Measurement and Payment

D25. Measurement	13
D26. Invoices	13
D27. Payment	14
D28. Annual Review – Inflationary Adjustment	15
D29. Warranty	15
Form H1: Performance Bond	16
Form H2: Irrevocable Standby Letter of Credit	18

PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. Implementation Plans, Schedules and Information	1
E3. Contract Quantities	3
E4. Key Personnel	3
E5. Material Recovery Facility (MRF) - General	4
E6. MRF Access	6
E7. MRF Equipment - General	6
E8. Processing Services - General	7
E9. Recyclables	9
E10. Commodities and Divertibles	9
E11. Residue	10
E12. Performance Standards	10
E13. Audit of Material	11
E14. Inspection	11
E15. Extra Work	11
E16. Promotion and Education	11
E17. Cart Recovery	12
E18. Personnel Training	12
E19. Accident Reporting	12
E20. Marketing of Commodities	12
E21. Revenue Received from Marketed Commodities	13
E22. Recyclable Material from Other Sources	13
E23. Contract Termination Or End of Contract	13

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROCESSING AND MARKETING OF RECYCLABLE MATERIALS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 p.m., Winnipeg time, January 17, 2018.

B2.2 Proposals 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 Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least twenty (20) Business Days prior to the Submission Deadline.

B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B3.5 The Proponent 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. CONFIDENTIALITY

B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B5. NO LOBBYING

B5.1 Proponents are prohibited from engaging in any form of political or other lobbying, of any kind whatsoever in relation to this Request for Proposal, or to influence the outcome of the Request for Proposal process.

B5.2 Without limiting the generality of B5.1 Proponents shall not contact or attempt to contact anyone other than the Contract Administrator, either directly or indirectly, at any time during the RFP

process on matters related to the RFP process, the Request for Proposal documents, or the Proposals.

B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B6.2 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.
- B6.2.1 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>
- B6.2.2 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.3 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least twenty (20) Business Days prior to the Submission Deadline.
- B7.4 The Proponent shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.

- B7.6 The Contract Administrator will provide a response in writing, at least ten (10) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B22.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. PROPOSAL SUBMISSION

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices;
- B8.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subcontractors (Section C) in accordance with B11;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B12;
 - (c) Project Understanding and Methodology (Section E) in accordance with B13; and
 - (d) Project Schedule (Section F) in accordance with B14.
- B8.3 Further to B8.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B8.4 Further to B8.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.5 Proponents should submit one (1) **unbound** 8.5” x 11” original (marked “original”) including drawings and six (6) copies (copies can be in any size format) for sections identified in B8.1 and B8.2.
- B8.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B8.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal will be evaluated in accordance with B22.1(a).
- B8.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.

B8.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B8.10 Proposals shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B8.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B9. PROPOSAL

B9.1 The Proponent shall complete Form A: Proposal, making all required entries.

B9.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

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

B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B9.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent 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 Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B9.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B9.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B10. PRICES

B10.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

- B10.1.1 Notwithstanding C11.1.3, 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.
- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of evaluating Proposals.
- B10.2.1 Further to B10.2, for Item 2 Form B: Prices, the City makes no guarantee that the Contamination in the Recyclables will exceed twenty (20) per cent for any month during the Contract period. Recyclables collected in City of Winnipeg recycling programs have consistently contained less than twenty (20) per cent Contamination.
- B10.3 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.
- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)

- B11.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subcontractors in providing design, management of the project and contract administration services on a project of similar complexity, scope and value.
- B11.2 For each project listed in B11.1(a), the Proponent should submit:
- (a) description of the project; including types of materials processed.
 - (b) role of the contractor;
 - (c) project's original contracted cost and final cost;
 - (d) project owner;
 - (e) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
 - (f) brief overview of the processing facility's operation including, but not limited to:
 - (i) receiving;
 - (ii) sorting methodology;
 - (iii) baling and storage;
 - (iv) shipping; and
 - (v) marketing of materials (if applicable).
 - (g) Proponent's production statistics regarding the facility's operation in accordance to past contracts:
 - (i) number of production hours per week;
 - (ii) production throughput rate reported in tonnes per hour; and
 - (iii) average facility downtime (scheduled and unscheduled) recorded as a percentage (%) of normal weekly operating hours.
 - (h) Reference information (two current names with telephone numbers per project).
- B11.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.
- B11.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subcontractors.

B11.4 The Proposal should include information regarding the Proponents health and safety experience and rating, including accident frequency and severity statistics, provincial and federal health and safety violations, safety records including but not limited to, staff, equipment in regards to compliance in relation to contracts.

B12. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

B12.1 Describe your approach to overall team formation and coordination of team members.

B12.2 Include an organizational chart for the Project including but not limited to:

- (a) Contract Manager;
- (b) MRF Manager;
- (c) shift supervisor(s);
- (d) foreman;
- (e) equipment and scale operators;
- (f) sorters;
- (g) equipment maintenance personnel;
- (h) building maintenance personnel;
- (i) clerical(s);
- (j) subcontractors if applicable; and
- (k) any other support staff.

B12.3 Submit the experience and qualifications of the Key Personnel identified in B12.2(a) and B12.2(b) assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Contractor's Contract Manager, managers of the key disciplines. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B12.2.

B12.4 For each person identified, B12.2(a) and B12.2(b), list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B11.3, provide only the project name and the role of the key person. For other projects provide the following:

- (a) description of project;
- (b) role of the person;
- (c) project owner;
- (d) reference information (two current names with telephone numbers per project).

B13. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

B13.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.

B13.2 Methodology should be presented in accordance with the Scope of Services identified in D2. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B13.3 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;

- (b) information regarding the location, ownership, size and intended purpose of all facilities at the MRF, proposed by the Contractor to be used for the Work;
- (c) preliminary technical drawings showing the site plan displaying the various areas of the MRF including, but not limited to, details regarding location of weigh scales, location of MRF Equipment and the location of the baling and shipping operation;
- (d) a complete list of the MRF Equipment which the Contractor proposes to utilize to perform the Work, including, but not limited to the number and types balers, optical sorters, eddy currents, magnets, vibratory or moving screens, sorting stations, air flow systems and all other MRF Equipment (with make, model, year, and applicable delivery dates);
- (e) a MRF operation plan detailing on-site traffic flows, the receiving, sorting and baling operation to process the material projected to be delivered, on a daily basis. Details should include the operating parameters of the receiving area and tipping floor regarding access for the Collection Vehicles and a description of how the Recyclables will be received and unloaded;
- (f) a separate flow chart outlining the proposed sorting processes for each Commodity and location of the sorting stations to be used, including the respective number of persons staffing each station;
- (g) a residue mitigation plan outlining methods that will be implemented to monitor and mitigate the amount of Commodities that may be present in the Residue after Processing the Recyclables;
- (h) the amount and orientation of on-site storage;
- (i) any applicable environmental technologies pertaining to the Work and/or any environmental standards/initiatives that will be incorporated into the MRF or Processing operation that could reduce any impact on the environment. This may include, but is not limited to environmental certifications, diversion of waste from the MRF (during construction and after commissioning) and the use of energy efficient building systems resulting in utility (water, electricity, or natural gas) reductions. Such initiatives may include LEED certification, Green Globes certification, or Power Smart for New Buildings, etc.;
- (j) an outline indicating the approach for Marketing the Commodities. This may include, but not be limited to investigating new markets, securing short term/long term markets and management of end market load rejections;
- (k) an emergency and contingency response plan to deal with emergency situations;
- (l) an Alternate Plan for Processing in case of a disruption in Processing services lasting longer than seven (7) calendar days;
- (m) any other issue that conveys the Proponent's understanding of the Project requirements.

B13.4 For each person identified in B12.3, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D2.

B14. PROJECT SCHEDULE (SECTION F)

B14.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Work in accordance with E1 including, but not limited to:

- (a) MRF construction;
- (b) MRF Equipment delivery;
- (c) MRF commissioning;
- (d) staff hiring and training.

B14.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

B15. DISCLOSURE

B15.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B15.2 The Persons are:

- (a) Canada Fibres Ltd.
- (b) Cascades Recovery Inc.
- (c) GFL Environmental Inc.
- (d) Halton Recycling Ltd. dba Emterra Environmental
- (e) Miller Waste Systems Inc.

B16. QUALIFICATION

B16.1 The Proponent 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 Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent 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.
- (d) Proponents must have a minimum five (5) years of proven experience in providing Processing services of single stream material collected from residential curbside recycling collection of over 30,000 tonnes per year, per facility.

B16.2 The Proponent 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>

B16.3 The Proponent 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);

B16.4 Further to B16.3(c), the Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Proponent/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) or
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ 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/>.)

B16.5 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.

B16.6 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B17.1 Proposals will not be opened publicly.

B17.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent 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/>

B17.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Proponent is advised that any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B17.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B18. IRREVOCABLE OFFER

B18.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B18.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B19. WITHDRAWAL OF OFFERS

B19.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

- B19.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B19.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B19.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
 - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
 - (c) if the notice has been given by any one of the persons specified in B19.1.3(b), declare the Proposal withdrawn.
- B19.2 A Proponent who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B18.2 shall be liable for such damages as are imposed upon the Proponent 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.

B20. INTERVIEWS

- B20.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B21. NEGOTIATIONS

- B21.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B21.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B21.3 If, in the course of negotiations pursuant to B21.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B22. EVALUATION OF PROPOSALS

- B22.1 Award of the Contract shall be based on the following evaluation criteria:
- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
 - (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B16.3: (pass/fail)
 - (c) Total Bid Price; (Section B) 50%
 - (d) Experience of Proponent and Subcontractor; (Section C) 10%
 - (e) Experience of Key Personnel Assigned to the Project; (Section D) 5%
 - (f) Project Understanding and Methodology (Section E) 25%
 - (g) Project Schedule. (Section F) 10%

- B22.2 Further to B22.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal 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 Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B22.3 Further to B22.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.
- B22.4 Further to B22.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B22.4.1 Further to B22.1(c), 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.
- B22.5 Further to B22.1(d), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested in response to B11.
- B22.6 Further to B22.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor personnel on Projects of comparable size and complexity as well as other information requested in response to B12.
- B22.7 Further to B22.1(f), Project Understanding and Methodology will be evaluated considering the Proponent's understanding of the City's Project, project management approach and team organization as well as other information requested in response to B13.
- B22.8 Further to B22.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the schedule requirements of the Project as well as other information requested in response to B14.
- B22.9 Reference checks to confirm information provided may not be restricted to only those submitted, and may include organizations known to have done business with the person or organization submitting a proposal.
- B22.10 Notwithstanding B22.1(d) to B22.1(g), where Proponents fail to provide a response to B8.2(a) to B8.2(d), the score of zero may be assigned to the incomplete part of the response.
- B22.11 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B22.1(a) and B22.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B22.12 A Proponent must achieve a rating greater than 60% for the sum of the ratings of B22.1(d), B22.1(e), B22.1(f), and B22.1(g), to be considered for award.
- B22.13 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B20.

B23. AWARD OF CONTRACT

- B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B23.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.

- B23.2.1 Without limiting the generality of B23.2, 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 Proposal 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.
- B23.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B23.3.1 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF SERVICES

D2.1 The Work to be done under the Contract shall consist of the Processing and Marketing of Recyclables collected in the City of Winnipeg waste diversion programs as governed by the Solid Waste By-law 110/2012.

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

- (a) design and construct a Material Recovery Facility (MRF) on a site provided by the Proponent, within City of Winnipeg limits;
- (b) operate a MRF capable of Processing, to specific End Market specifications, the Recyclables collected in all City of Winnipeg recycling programs;
- (c) weigh in and weigh out all material delivered to the MRF;
- (d) store Recyclables, Divertibles and Commodities as required;
- (e) bale, load, scale and transport Commodities to End Markets;
- (f) Market materials to End Markets that provide for the highest net revenue to the City; and
- (g) collect and pay Commodity revenues to the City.

D2.3 The MRF and MRF Equipment must be fully operational by October 1, 2019. If the MRF and/or MRF Equipment are not operational by October 7, 2019, the Contractor shall implement the Alternate Plan for Processing, and shall implement any such plan until such time that is deemed necessary by the Contract Administrator.

D3. TERM OF CONTRACT

D3.1 The term of the Contract shall commence on notice of award and shall continue until July 31, 2029, with the option of five (5) mutually agreed upon one (1) year extensions.

D3.1.1 The length of single extension may include multiple one year periods.

D3.2 Further to D3.1, The City may negotiate the extension option with the Contractor within thirty-six (36) months prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D4. DEFINITIONS

D4.1 In addition to C1.1, when used in this Request for Proposal:

- (a) **“Alternate Plan”** means a plan, submitted by a Proponent that provides an alternative to receiving and Processing Recyclables, which may include but not be limited to, exporting Recyclables to an alternate material recovery facility, and/or utilizing a sub-contractor for Processing, should Processing be disrupted for a period longer than seven (7) Calendar Days.
- (b) **“Annual Performance Adjustment”** means the sum of the twelve (12) Monthly Performance Measurements beginning in October of the current calendar year and ending in September of the following calendar year, multiplied by the annual net selling price of said Commodity.

- (c) **“Audit”** means the acquiring of a sample of Recyclables and sorting the sample into various Commodities, Divertibles and Contamination, to determine the overall composition of the Recyclables.
- (d) **“Audit Area”** means the City of Winnipeg designated area at the MRF where Audits shall be performed by the City.
- (e) **“Audited Material”** means any specific Commodity, Divertible or Contamination that is to be, or has been, sorted and weighed during the Auditing process.
- (f) **“Audit Procedure”** has the meaning given in Appendix C.
- (g) **“Audit Sample”** means the selected sub-sample, taken from a Source Sample that has been selected for Auditing.
- (h) **“Cart”** means a rigid plastic wheeled container, as supplied by the City, eligible for having specific types of material contained within it, including, but not limited to, Recyclables.
- (i) **“Charitable Institution”** means any premise that has a non-for-profit designation.
- (j) **“City of Winnipeg Facility”** means a premise operated by the City, or on the City’s behalf.
- (k) **“Collection Day”** means the calendar day on which collection of Recyclables is scheduled to occur.
- (l) **“Collection Vehicle”** means a motor vehicle operated by the City or its agents, designed and intended to collect Recyclables.
- (m) **“Commercial Volume”** means a premise which is a business property which produces between 600 litres to 3000 litres of garbage per week.
- (n) **“Commodity” or “Commodities”** means classes of materials in the Recyclables that are separated and recovered by the Contractor and sent to destinations capable of producing usable materials or products from the said materials.
- (o) **“Community Recycling Depot”** means an unstaffed, drop-off depot where residents can drop off Recyclables 24 hours per day, 365 days per year.
- (p) **“Composition Certificate”** means a report provided to the Contractor by the Contract Administrator detailing the composition of the Recyclables based on the results of the material Audits, performed during a specific timeframe, by the City.
- (q) **“Confidential Information”** means any and all property, material, and information, regardless of form, format, medium, of, related to, concerning, or resulting from, the Contract, including, without limitation information deemed sensitive or private under the laws of Manitoba or Canada, information about residents of the City, financial information, business information, technical information, business and marketing plans, information related to the City’s employees, information related to the City’s customers, data, and all other information, data and materials, provided by or for the City, or to which access is given, to the Contractor under or in respect of the Contract, and includes the Contract.
- (r) **“Contamination”** means any material that does not qualify as a Commodity or a Divertible, as listed in Appendix A.
- (s) **“Contract Manager”** means the person named in the Contract, or appointed from time to time by the Contractor under E4 who shall have all the authority necessary to act on the Contractor’s behalf under the Contract.
- (t) **“Designated Facilities”** means any designated material recovery facility, the Brady Road Resource Management Facility or any other designated waste management site deemed acceptable to the City.
- (u) **“Divertible or Divertibles”** means items in the Recyclables that are not considered a Commodity or Contamination, and are not listed on the acceptable item list for the City’s recycling program, but can be delivered to End Markets.
- (v) **“Dwelling Unit”** means a building or a portion of a building designated or used for residential occupancy by a single person or a group of people living together as a housekeeping unit which includes cooking, eating, living sanitary and sleeping facilities.

- (w) **“End Market”** means corporations, organizations, manufacturers or brokers, (including the City), willing to purchase Commodities for the purpose of using the Commodities to produce usable materials or products.
- (x) **“End Market Specifications”** means the specific details of the composition and/or the quality of Commodities, as designated by the purchaser of the Commodities.
- (y) **“Extra Work”** has the meaning given in E15.
- (z) **“Guaranteed Capture Rate”** means the percentage of the total available Commodity by weight in the Recyclables that is guaranteed to be recovered by the Contractor and subsequently sold to End Markets.
- (aa) **“Guaranteed Tonnage”** has the meaning given in Appendix D.
- (bb) **“Implementation Plan”** has the meaning given in E2.
- (cc) **“Labour Contingency Plan”** has meaning given in E2.6.
- (dd) **“Market, Marketing or Marketed”** means the act of searching for buyers (brokers or manufacturers) to purchase Commodities for the purposes of using the Commodities to produce usable materials or products, and the actual selling of the Commodities to the buyers whose intention is to ultimately use the Commodities in the production of usable materials or products.
- (ee) **“Material Recovery Facility” and “MRF”** means the site, buildings, and equipment thereon, owned and/or operated by the Contractor, at which Processing of Recyclables will occur.
- (ff) **“Monthly Performance Measurement”** means the comparison of the amount of a Commodity sold during an individual month and the amount that was pre-determined to be sold for the said Commodity during the same month, as determined by the Contract Administrator as per Appendix D.
- (gg) **“MRF Equipment”** means all apparatus, machinery, vehicles, tools, and other things required for the performance and completion of the Work, including fixed and moving equipment.
- (hh) **“MRF Manager”** means the person named in the Contract, or appointed from time to time by the Contractor under E4, who shall be responsible for the daily operations occurring at the MRF during the term of the Contract.
- (ii) **“Multi-Family Building”** means:
 - (i) a premise that has building(s) which contain eight (8) or more separate Dwelling Units; and
 - (ii) a premise that has building(s) which contain eight (8) or more rooms or living quarters in a nursing or personal care home, but excludes a hospital.
- (jj) **“Performance Measurement Certificate”** means a monthly report provided to the Contractor by the Contract Administrator which contains the Composition Certificate, and details of the calculation of the Monthly Performance Measurement as indicated in Appendix D.
- (kk) **“Performance Standards”** means the performance level of Processing required by the Contractor to meet the contract requirements as indicated in Appendix B.
- (ll) **“Place of Worship”** means any building where congregations meet.
- (mm) **“Processing”** means services that involve producing Commodities and Divertibles from single stream Recyclables supplied by the City, and includes but are not limited to: receiving, sorting, baling, storing, weighing and loading.
- (nn) **“Recyclables”** means the material which includes Commodities, Divertibles, and Contamination, that is collected in the City of Winnipeg single-stream recycling programs and delivered to the MRF for Processing.
- (oo) **“Recycling Depots”** means City operated, non-staffed, drop-off recycling sites where residents may self-drop Recyclable Material 24 hours a day, 7 days of the week, 365 days a year.

- (pp) **“Residential Dwelling Unit”** means a single-family premise that comprises up to and including seven (7) separate Dwelling Units.
- (qq) **“Residue”** means material received in the City Recyclables that is not considered a Commodity or a Divertible, and is to be disposed of as per E11.2.
- (rr) **“Service Deficiency”** has the meaning given in E8.13.
- (ss) **“Service Request”** has meaning given in E8.12.
- (tt) **“Small Commercial”** means a premise which is a business property which produces less than 600L of Garbage per week.
- (uu) **“Sold Tonnage”** has the meaning given in Appendix D.
- (vv) **“Solid Waste”** has the same meaning as “solid waste” as defined in the Solid Waste By-law.
- (ww) **“Solid Waste By-law”** means The City of Winnipeg By-law No. 110/2012 as in effect and supplemented/ revised from time to time.
- (xx) **“Source”** means the Residential Dwelling Units, Multi-Family Buildings, and Community Recycling Depots, and/or public open-spaces from where the Recyclables were generated.
- (yy) **“Source Sample”** means material from a load from a specific Collection Vehicle, collected from a specific Source that was emptied on an isolated part of the tipping floor.
- (zz) **“Total Available Tonnage”** has the meaning given in Appendix D.
- (aaa) **“Uncontrollable Circumstance”** has the meaning given in D22.
- (bbb) **“Walk-up Service”** means that certain Dwelling Units require the collection contractor to perform collection in circumstances that require the contractor to enter private property to retrieve Carts for the collection of Recyclables.

D4.2 Further to C1.1, when used in this Request for Proposal:

- (a) **“Business Day”** means any working day, Monday to Friday inclusive, including statutory and other holidays, namely Louis Riel Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Terry Fox Day, Labour Day, Thanksgiving Day and Boxing Day. New Year's Day, Remembrance Day, and Christmas Day are not working days and therefore are not considered “Business Days”.
- (b) **“Site”** means the Material Recovery Facility, as defined in D4.1(ee).

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Mr. Mark Kinsley
Supervisor of Waste Diversion

Telephone No. 204.986.6806

Email: mkinsley@winnipeg.ca

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.

D5.3 Bids Submissions must be submitted to the address in B8.

D6. CONTRACTOR'S SUPERVISOR

D6.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The

supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.

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

D7. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

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

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

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

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

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

D8. NOTICES

- D8.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer

Facsimile No.: 204- 949-1174

- D8.2 **Bid Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B8.**

- D8.3 Notwithstanding C22.5, any notices, requests, nominations, consents, approvals, statements, authorizations, documents or other communications shall:

- (a) if delivered by hand, be deemed to have been received on the day of receipt;
- (b) if delivered by facsimile transmission, be deemed to have been received on the day of transmission, if a Business Day, or if not a Business Day, on the Business Day next following the day of transmission;
- (c) if delivered by mail, be deemed to have been received on the second Business Day on which mail is delivered by Canada Post following the date of mailing; and
- (d) if delivered by email, be deemed to have been received when sent to the recipient's email address.

- D8.4 Further to C22.5, notices, requests, nominations, consents, approvals, statements, authorizations, documents, instructions, directions, orders, or other communications required or permitted to be given under the Contract given to the Contract Manager and/or the MRF Manager, shall be deemed for all purposes to have been given to and received by the Contractor.

D9. CONTRACTOR COMMUNICATION AND REPORTING

- D9.1 The Contractor shall follow all communication and reporting procedures and protocols required under the Contract and those established, from time to time, by the Contract Administrator.
- D9.2 The Contractor shall provide all information and reports required under the Contract. The Contractor shall also provide forthwith, upon request of the Contract Administrator, any and all information requested concerning the day to day performance of the Work.

SUBMISSIONS

D10. AUTHORITY TO CARRY ON BUSINESS

- D10.1 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.

D11. WORKER'S COMPENSATION

- D11.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba. The Contractor shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof within five (5) business days upon request.

D12. SAFE WORK PLAN

- D12.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least sixty (60) 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.
- D12.2 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>.

D13. INSURANCE

- D13.1 The Contractor shall provide and maintain the following insurance coverage at all times during the term of the contract:
- (a) Commercial general liability insurance in the amount of at least five million dollars (\$5,000,000) inclusive, with The City of Winnipeg to be added as an additional insured; such liability policy to also contain a cross liability clause, contractual liability, non-owned automobile liability, sudden and accidental pollution with no less than 120 hours reporting and products and completed operations endorsement, to remain in place at all times during the performance of the work;
 - (b) Automobile liability insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the work. The limit of liability shall not be less than \$5,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence
 - (c) Property insurance for the full replacement cost of all buildings, equipment including contractors equipment, stock, and materials
 - (d) Equipment breakdown insurance including coverage for production equipment and data and media (hardware)

- (e) Environmental impairment liability insurance in an amount not less than two hundred and fifty thousand dollars (\$250,000) per claim or such limit as may be required by the provincial governing body
- (f) Crime insurance of \$20,000 for losses inside/outside including employee dishonesty coverage

D13.2 Deductibles shall be borne by the Contractor and shall not exceed \$50,000 per occurrence or claim or an amount agreeable to the City.

D13.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D13.4 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.

D13.5 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.

D13.6 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.

D14. PERFORMANCE SECURITY

D14.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; 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 Contract Price.

D14.1.1 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.

D14.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award and prior to the commencement of any Work on the Site.

SCHEDULE OF WORK

D15. COMMENCEMENT

D15.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D15.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D10;
 - (ii) evidence of the workers compensation coverage specified in C6.14;

- (iii) the Safe Work Plan specified in D12;
- (iv) evidence of the insurance specified in D13;
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D15.3 The Contractor shall not commence Processing before October 1, 2019, without written consent from the Contract Administrator.

D16. LIQUIDATED DAMAGES

- D16.1 If the Contractor fails to perform the Work in accordance with this Contract or is otherwise in default of any term or condition, the City may assess liquidated damages for every such instance of non-performance or default in accordance with the Contract.
- D16.2 If the Contractor fails to accept Recyclables from the City, on October 1, 2019, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1, Reference 1.
- D16.3 If the Contractor fails to provide Processing services required in the Contract on October 1, 2019, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1, Reference 2.
- D16.4 If a Customer Service Request concerns a Service Deficiency, and the Contractor fails to remedy the Service Deficiency with 24 hours of notification to the Contractor of such Service Deficiency, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1, Reference 3.
- D16.5 If the Contractor fails to notify the City within 48 hours of receipt of any Customer Service Request, the time, date, and service provided or remedy of the Service Deficiency, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1, Reference 4.
- D16.6 If the Contractor fails to adhere to the maximum delivery time as outlined E8.7, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1, Reference 5.
- D16.7 If the Contractor fails to clean and remediate any spills or leaks that occur during the Work (solid or liquid substances), including without limitation liquid substances from Equipment, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1, Reference 6.
- D16.8 If any litter occurs throughout the MRF and/or litter generated from the MRF enters public or private property, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1, Reference 7.
- D16.9 If any Recyclables or Commodities are stored outside an enclosed structure, without prior approval from the Contract Administrator, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1, Reference 8.
- D16.10 If the Contractor knowingly markets Commodities to End Markets that use the Commodities other than for the production of usable materials or products, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1, Reference 9.
- D16.11 If the Contractor fails to submit a monthly invoice within 15 Business Days following the end of each month, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1, Reference 10.

TABLE 1: DESCRIPTION OF LIQUIDATED DAMAGES

Reference Number	Description	Liquidated Damages
1	Failure to accept Recyclables from the City beginning October 1, 2019.	\$1500 for each day Recyclables are not accepted; per day, for each day after October 1, 2019.
2	Failure to provide required Processing services beginning October 1, 2019.	\$1000 for each day service is not provided, per day, for each day after October 1, 2019.
3	For a Customer Service Request concerning a Service Deficiency that is not remedied within 24 hours of receipt.	\$100 per occurrence.
4	Failure to notify the City within 48 hours of receipt, the time and date when the service/ remedy occurred.	\$100 per occurrence.
5	Maximum delivery time for Collection Vehicle is exceeded.	\$100 per hour (or part thereof), per occurrence.
6	Failure to clean and remediate any spills or leaks that occur during the Work (solid or liquid substances), including without limitation, liquid substances from Equipment.	\$100 per occurrence.
7	Litter throughout the MRF and/or litter on public or private property that generated from the MRF.	\$200 per occurrence.
8	Recyclables and/or Commodities stored outside an enclosed structure.	\$500 per day (or part thereof), per occurrence.
9	Commodities knowingly Marketed to End Markets that use the commodities other than for the purposes of the production of usable materials or products.	\$300 per metric tonne of Marketed Commodity.
10	Failure to submit a monthly invoice within 15 Business Days following the end of each month.	\$100 per day (or part thereof).

D16.12 The liquidated damages set out in, Table 1, Reference Number 3, Reference Number 4, and Reference Number 5, shall be effective beginning November 1, 2019.

D16.13 Liquidated damages specified in the Contract are hereby agreed upon, fixed and determined by the parties as a reasonable genuine pre-estimate of the City's loss and damage in each such case, and are not a penalty.

- D16.14 Liquidated damages specified in the Contract are not an exclusive remedy, and the City's right to liquidated damages shall not prejudice any other rights or remedies of the City, whether under this Contract, at law (including contract) or equity, nor shall they relieve the Contractor of any obligation under the Contract, including its obligation for the complete and proper performance of the Work.
- D16.15 The Contract Administrator shall determine the extent to which the Contractor is liable to pay to the City liquidated damages.
- D16.16 Liquidated damages payable under the Contract shall be deducted from the cost of Work, or other monies payable by the City to the Contractor pursuant to the Contract, at the discretion of the City, and if there are insufficient monies payable by the City to the Contractor to cover the amount of liquidated damages, then the difference shall be a debt due and payable by the Contractor to the City.

CONTROL OF WORK

D17. JOB MEETINGS

- D17.1 Meetings between representatives of the City and the Contractor will be held throughout the term of the Contract to discuss the progress of the Work. These meetings will be held weekly, or at other times and/or more or less frequently, and at such locations, as directed by the Contract Administrator. The Contract Manager shall attend all such meetings.
- D17.2 The Contract Administrator shall chair all meetings. The Contract Administrator will record the minutes of meetings and distribute, following the meeting, copies of minutes to all parties in attendance.
- D17.3 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D18. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D18.1 Further to B16.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B16.4.

D19. SAFETY

- D19.1 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.
- D19.2 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.
- D19.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
 - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
 - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
 - (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
 - (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work;
 - (f) fire hazards in or about the Work are eliminated.

- D19.4 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.
- D19.5 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;
 - (e) health and safety training, WHMIS training, workplace safety, first aid training, traffic control training, and other relevant training; and
 - (f) safe work procedures for manual lifting.
- D19.6 The Contractor shall not utilize an employee that has not received mandatory safety training.
- D19.7 A copy of the safety training policies and procedures will be provided to the Contract Administrator at least sixty (60) Calendar Days prior to Processing 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 are subject to the City's review.
- D19.8 All Subcontractors and their respective personnel shall receive the mandatory training prior to commencing any Work.
- D19.9 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.

D20. SITE CLEANING

- D20.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, to the satisfaction of the Contract Administrator, other than that caused by the City or by other contractors.

D21. DEFICIENCIES

- D21.1 Further to C10.5, the Contract Administrator may order the Contractor to alter or improve his/her methods, to increase or improve his/her MRF, to furnish additional or more suitable Recyclables, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, performed satisfactorily; or
 - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.

D22. UNCONTROLLABLE CIRCUMSTANCES

- D22.1 The Contractor acknowledges and agrees that C15.1 and C15.2 do not apply to this Contract or to the Work.
- D22.2 In this Contract, “Uncontrollable Circumstance” means unforeseeable events beyond the control of the Contractor that affect the performance of the Contract by the Contractor, including, but not limited to, acts of God; acts or decrees of government or other public authority; acts of public enemies; wars; insurrections; riots; earthquakes; fires; floods; riots; rebellion; sabotage; or any other event or cause not within the control of the Contractor. Equipment Breakdowns, lack of finances, increased costs of performance of the Work, strikes, lockouts and other concerted acts by workers, and labour shortages, shall be deemed not to be an Uncontrollable Circumstance.
- D22.3 In the event that the Contractor is prevented or rendered unable by reason of Uncontrollable Circumstances to carry out any of its obligations under this Contract, then such obligations shall be suspended during the continuation of any inability so caused by the Uncontrollable Circumstance, but for no longer period. If the Contractor intends to rely upon Uncontrollable Circumstances to suspend obligations as provided for herein, then the Contractor shall notify the Contract Administrator in writing forthwith, describing in reasonable detail, the Uncontrollable Circumstances. The Contractor shall have the duty and obligation to use reasonable efforts to reduce the impact or eliminate such Uncontrollable Circumstances.
- D22.4 The occurrence of an Uncontrollable Circumstance shall not excuse or delay the performance of any of the Contractor’s obligations not affected by the occurrence of the Uncontrollable Circumstance.

D23. UNSATISFACTORY PERFORMANCE

- D23.1 If at any time the Contract Administrator determines that the Work is not being, or will likely not be, performed satisfactorily, the Contract Administrator may order the Contractor to submit, in the form, content, and in the time required, by the Contract Administrator, its remedial plan indicating the corrective steps (including, without limitation, additional labour and/or MRF Equipment, including processing fixed and moving equipment) to be engaged and deployed that the Contractor will take to correct such failure. The Contractor shall implement any such remedial plan without cost to the City.
- D23.2 Further to D23.1, an event of default will be deemed to have occurred under C17.1, if:
- (a) the Contractor fails to deliver the plan required in D23.1 (including failure to deliver within the time required by the Contract Administrator);
 - (b) the Contractor fails to implement such remedial plan;
 - (c) the Contract Administrator is of the opinion that despite such remedial plan, that the Work will not be, or will likely not be, performed satisfactorily; or
 - (d) such remedial plan is implemented by the Contractor and, despite implementation, the Contract Administrator determines that the Work is not being, or will likely not be, performed satisfactorily.

D24. DISMISSAL OF PERSONNEL

- D24.1 In addition to C5, the City may require the suspension, discharge, or other disciplinary action of any personnel engaged in the performance of the Work, for any reasonable cause, including but not limited to:
- (a) found in possession of or under the influence of alcohol and/or mind-altering drugs;
 - (b) criminal actions;
 - (c) use of foul, profane, vulgar or obscene language or gestures, or other publicly offensive behaviour;

- (d) wanton or malicious scattering or spilling of material;
- (e) scavenging of material;
- (f) unsatisfactory performance of responsibilities;
- (g) unprofessional conduct;
- (h) conduct that is inconsistent with the requirements of the Contract;
- (i) misconduct or lack of care;
- (j) incompetence or negligence;
- (k) failure to conform with any provisions of the Contract; or
- (l) conduct which is prejudicial to safety, health, or the protection of the environment.

D24.2 The Contractor shall forthwith comply with any direction given by the City or the Contract Administrator under D24.1 and if appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person, in accordance with the Contract.

MEASUREMENT AND PAYMENT

D25. MEASUREMENT

D25.1 The Proponent must maintain an inventory management system for the measurement of all material at the MRF including material. At the end of each month, the Contractor must produce an inventory management report for the Recyclables (City and other) which should include, but not limited to;

- (a) the amount of inbound Recyclables and outbound Divertibles and Commodities for the month;
- (b) the amount of inventory at the beginning of the month;
- (c) the amount of loose unsorted Recyclables;
- (d) the amount of loose, sorted Commodities, Divertibles and Residue;
- (e) the amount of baled Commodities, Divertibles and Residue;
- (f) the amount of inventory at the end of the month;
- (g) the amount of any inventory variance complete with an explanation for the variance.

D25.2 Within seven (7) calendar days after receipt of the monthly invoice from the Contractor, the City shall provide the Contractor with the Performance Measurement Certificate.

D26. INVOICES

D26.1 Further to C11, beginning in the second month of the contract, the Contractor shall submit an invoice for the Work performed in the previous month, within 15 Business Days following the end of each month, to:

The City of Winnipeg
Solid Waste Services Division
1120 Waverley Street
Winnipeg MB R3T 0P4

ATTN: Mr. M. Kinsley

Facsimile No.: 204-774-6729

Email: mkinsley@winnipeg.ca

D26.2 Invoices must clearly indicate, as a minimum:

- (a) general Information
 - (i) the City's purchase order number;

- (ii) date of services provided;
 - (iii) delivery address;
 - (iv) type and quantity of work performed;
 - (v) the amount payable with GST and MRST shown as separate amounts; and
 - (vi) the Contractor's GST registration number;
- (b) a receiving report containing weigh scale information indicating company, date, time, truck number, and loaded and tare weights of all incoming and outgoing vehicles;
 - (c) a shipping report indicating the End Markets and final destination of the Commodities and a revenue report detailing the revenue received from each load of Commodities;
 - (d) an inventory management report as per D25.1;
 - (e) a performance report indicating:
 - (i) Total working hours, total bales produced, and total scheduled downtime; and
 - (ii) Total unscheduled downtime with explanations of its causes and the plans to prevent reoccurrence.
- D26.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D26.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B8.**
- D27. PAYMENT**
- D27.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.
- D27.2 Subject to the terms and conditions of the Contract, payments to the Contractor for the Work will be made for each quantity of the respective Items identified on Form B: Prices:
- (a) in respect of Processing and Marketing of Recyclables at the tendered price for each metric tonne of Recyclables received;
 - (b) in respect of the amount of Contamination contained within the Recyclables as described in the Composition Certificate;
 - (c) in respect of the Annual Performance Adjustment in accordance with Appendix E.
- D27.3 The Contractor shall be compensated for the Processing and Marketing of Recyclables based on the total amount of Recyclables received per month:
- (a) as per Item 1, Form B: Prices, should the Composition Certificate indicate an amount for Contamination less than or equal to twenty percent (20%) by weight of the total amount of Recyclables received in said month;
 - (b) as per Item 1, Form B: Prices, plus Item 2, Form B: Prices, should the Composition Certificate indicate an amount for Contamination greater than twenty percent (20%), by weight of the total amount of Recyclables received in said month.
- D27.4 The Contractor may, not later than the day that is thirty (30) Calendar Days from the date of receipt of payment, submit to the Contract Administrator a written statement of objection concerning the amount of payment accompanied with full written disclosure and particulars concerning the matter(s) under objection. If the Contractor neglects or fails to observe fully and faithfully the above conditions, he/she shall be conclusively deemed to have accepted the payment and to have expressly waived and released the City from any claims, at law or otherwise, with respect to same. The Contract Administrator's determination in respect of a statement of objection shall be final.
- D27.5 The Contractor shall include on the October invoice of each calendar year, the Annual Performance Adjustment as calculated in Appendix E and as indicated on the September

Performance Measurement Certificate provided by the Contract Administrator. If the Annual Performance Adjustment is:

- (a) a negative value, the Contractor will pay the City the amount in dollars of the Annual Performance Adjustment as determined in Appendix E;
- (b) a positive number, the Contractor will charge the City the amount in dollars of the Annual Performance Adjustment as determined in Appendix E.

D27.6 The Contractor shall, on a monthly basis, deduct any net revenue from the sale of Commodities from any monies owed by the City for the Contractors Processing and Marketing services. In the event that the amount of net revenue exceeds the monies owed by the City, the Contractor shall compensate the City the difference.

D27.7 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D28. ANNUAL REVIEW – INFLATIONARY ADJUSTMENT

D28.1 The unit prices specified on Form B: Prices will be adjusted on October 1, 2020, and once per year on each subsequent annual anniversary date thereafter, based on the percentage increase or decrease in the unit prices for the Contract year, based on the percentage change in Statistics Canada Reference Table 326-0020 (Manitoba, All Items- Energy).

D28.1.1 The maximum annual adjustment shall not exceed 5%.

D29. WARRANTY

D29.1 Notwithstanding C12, Warranty does not apply to this Contract.

FORM H1: PERFORMANCE BOND
(See D14)

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 for

RFP NO. 767-2017

PROCESSING AND MARKETING OF RECYCLABLE MATERIALS

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 term of the Contract and the warranty period provided for therein;

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.

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 D14)

(Date)

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

RE: PERFORMANCE SECURITY – RFP NO. 767-2017

PROCESSING AND MARKETING OF RECYCLABLE MATERIALS

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 (2007 Revision), International Chamber of Commerce Publication Number 600.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work.

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
SWS-D-2017	Residential Collection Counts (as of November 1, 2016)
CD-11-2017	Waste Collection Days (as of November 1, 2017)

E1.3 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7.

E1.4 At the time of issuing the Request for Proposal, curbside recycling collection in the City of Winnipeg is divided into two (2) zones; Area One and Area Two, as shown on drawing SWS-D-2017, with Collection Days divided into five (5) sections representing the weekdays as shown in drawing CD-11-2017.

E2. IMPLEMENTATION PLANS, SCHEDULES AND INFORMATION

E2.1 Not more than sixty (60) Calendar Days after receiving notice of award, the Contractor shall provide the Contract Administrator, for review, a proposed Implementation Plan for the Work. The proposed Implementation Plan shall identify and include and make due allowance for the following:

- (a) the requirements of the Contract;
- (b) milestones and deadlines specified in the Contract;
- (c) certified engineered drawings showing the site plan displaying all areas of the MRF including, but not limited to, the location of all buildings, weigh scales, MRF Equipment and details regarding traffic flows, and the baling and shipping operation;
- (d) material flow diagram displaying the various mechanical and manual sort stations and a description of the purpose of each station;
- (e) the schedule for the delivery of the MRF Equipment;
- (f) a detailed critical path method schedule for the Implementation Plan. The schedule shall clearly depict and describe the timing, duration, sequences and interdependencies of all its activities in sufficient detail to satisfy the Contract Administrator with regard to the planning and implementation of the Implementation Plan;
- (g) a detailed personnel plan that shall contain information on staffing levels for the operations and shall include at a minimum: position, name of employee and work experience for supervisory and office personnel, numbers and types of positions for all operating personnel, full-time, part-time, permanent, temporary, union, non-union; and
- (h) any other information requested by the Contract Administrator.

E2.2 The Contractor shall perform the Work, including all Processing and Marketing services in accordance with the Contract and the approved Implementation Plan.

E2.3 Once approved, the Implementation Plan shall not be modified, altered or revised without the prior written consent of the Contract Administrator.

E2.4 Not later than the seventh (7th) calendar day of each month and continuing until completion of the Implementation Plan, the Contractor shall prepare and deliver a monthly status report to the

Contract Administrator that depicts the status of the progress and completion of the approved Implementation Plan. The monthly status report shall report on the progress of the Work relative to the Implementation Plan. The monthly status report shall describe in full detail any activity which is behind schedule, explaining the reasons and the remedial action which the Contractor is following to regain the schedule for the Implementation Plan.

- E2.5 Not less than one hundred eighty (180) Calendar Days prior to the commencement of Processing, the Contractor shall provide the Contract Administrator, for approval, the following:
- (a) a receiving plan that describes how Recyclables will be received and unloaded, complete with a scaling protocol detailing the process of weighing vehicles delivering Recyclables and vehicles removing Commodities;
 - (b) a detailed description outlining the processes to be used for sorting material, including, but not limited to, the type and amount of mechanical and manual sorting. Please include the type of equipment, equipment specifications highlighting any safety features, warranties and lifecycle information for the equipment proposed;
 - (c) a detailed Marketing plan;
 - (d) the complete list of the Subcontractors whom the Contractor proposes to engage;
 - (e) a staffing plan including but not limited to the schedule of hiring and training of all personnel;
 - (f) emergency and spill containment response plan;
 - (g) a preventative maintenance plan outlining, at a minimum, the frequency and scope of proactive maintenance that the Contractor will perform on all MRF Equipment to mitigate Processing downtime;
 - (h) rodent and vector abatement program; and
 - (i) any other information requested by the Contract Administrator.
- E2.6 Not less than ninety (90) Calendar Days prior to the commencement of Processing, the Contractor shall provide the Contract Administrator, for approval, a proposed Labour Contingency Plan for the Work to address and make provisions for the Contractor's obligations to the City as set out in this Contract, during a strike or lockout of its workers. The proposed Labour Contingency Plan shall identify and include or make due allowance for the following:
- (a) the recruitment and training of replacement workers;
 - (b) the strategy regarding coverage for absent employees from sort stations;
 - (c) the timeline for retaining and/or restoring the Work;
 - (d) the communications plan to address media inquiries regarding the progress of labour negotiations;
 - (e) a strategy with respect to ingress and egress at the MRF of the Collection Vehicles;
 - (f) resources to monitor and record picket activity and security of facilities;
 - (g) the requirements of the Contract; and
 - (h) any other information requested by the Contract Administrator.
- E2.7 The Contractor shall be entitled to update the Labour Contingency Plan to take into account additional contingencies at that time, provided, however, that any updated Labour Contingency Plan must be provided to the Contract Administrator no later than sixty (60) calendar days prior to the last day of the term of the collective agreement between the Contractor and its workers in force at any time over the term of the Contract.
- E2.8 An approved Labour Contingency Plan shall not be modified, altered or revised without the prior written consent of the Contract Administrator.
- E2.9 The Contractor shall perform and complete the Work in accordance with the Contract and in accordance with the approved Labour Contingency Plan.

- E2.10 The Contractor shall note that:
- (a) any labour relations matters, arbitrations, and grievances which may be filed by the Contractor's employees shall be the sole responsibility of the Contractor, and the Contractor agrees to indemnify the City against all claims;
 - (b) in the event of a strike, lockout, or other labour action, the Contractor remains fully responsible to perform all Work under this Contract;
 - (c) the Work shall continue without interruption of, or reduction in service, in the event of a labour disruption by either its own employees or those of a third party.

E3. CONTRACT QUANTITIES

- E3.1 The quantities shown in Form B: Prices are estimates and the City makes no warranty or guarantee with respect to any of same.
- E3.2 The attached Appendices listed below are for information only, and the City makes no warranty or guarantee with respect to any of same;
- (a) Appendix F is the monthly quantities of Recyclables received in collection programs, 2013-2017;
 - (b) Appendix G is the composition of incoming Recyclables as of September 30, 2017;
- E3.3 Information on the forecasted amounts of future City of Winnipeg population and housing can be found at: <http://www.winnipeg.ca/finance/files/CoW-Population-Housing-and-Economic-Forecast.pdf> .
- E3.4 The amount of recyclables delivered to the MRF may vary on a daily basis. The Contractor shall accommodate the daily variation as required by adjusting Processing accordingly. Any such adjustment to Processing shall occur at no extra cost to the City.
- E3.5 The Contractor shall process all material (current and future quantities) provided by the City collected in City recycling programs and/or other recycling programs authorized by the Contract Administrator.

E4. KEY PERSONNEL

- E4.1 Further to D6, the Contract Manager shall be responsible for overall management of the Work. The Contractor shall give the Contract Manager all authority necessary to act on the Contractor's behalf under the Contract.
- E4.2 The Contractor shall not, without the prior consent of the Contract Administrator:
- (a) revoke the appointment of the Contract Manager or appoint a replacement;
 - (b) change the responsibility(ies) and reporting relationship(s) of the Contract Manager.
- E4.3 If the Contract Manager is to be temporarily absent during the execution of the Work, a suitable replacement person shall be appointed, subject to the Contract Administrator's prior consent, and the Contract Administrator shall be notified accordingly.
- E4.4 The Contract Manager shall attend at Winnipeg, Manitoba, for such time(s), duration(s), and period(s) as required in the Contract and for period(s) of time as directed, from time to time, by the Contract Administrator.
- E4.5 Further to D6, the MRF Manager shall be responsible for all aspects of the daily operation of the MRF during the term of the contract. The Contractor shall give the MRF Manager all authority necessary to act on the Contractor's behalf under the Contract.
- E4.6 The MRF Manager shall be available for contact and communication 24 hours a day, seven (7) days a week, on matters relating to the Work and the Contract.

- E4.7 The Contractor shall not, without the prior consent of the Contract Administrator:
- (a) revoke the appointment of the MRF Manager or appoint a replacement;
 - (b) change the responsibility(ies) and reporting relationship(s) of the MRF Manager.
- E4.8 If the MRF Manager is to be temporarily absent during the execution of the Work, a suitable replacement person shall be appointed, subject to the Contract Administrator's prior consent, and the Contract Administrator shall be notified accordingly.
- E4.9 Further to C6.19, the Contractor shall, at all times, employ qualified and sufficient supervisory personnel to oversee the performance of the Work and to ensure the Work is performed safely and in accordance with the Contract.
- E4.10 The Contractor shall provide coverage of all personnel who require replacement due to vacations, illness, or other temporary absence.
- E4.11 The Contractor shall provide to the Contract Administrator, the address, telephone numbers (including, but not limited to, mobile telephone numbers), and email addresses for each of the Contract Manager, MRF Manager, and any pertinent supervisors or foreman.

E5. MATERIAL RECOVERY FACILITY (MRF) - GENERAL

- E5.1 The MRF shall be located within the limits of the City of Winnipeg.
- E5.2 Further to C6, the Contractor shall ensure that the MRF complies with all Federal, Provincial and Municipal government acts and regulations.

Processing Facilities

- E5.3 The MRF shall include, but not be limited to, truck weigh scales, a tipping floor, MRF Equipment, balers, bale storage area, amenities for staff, and floor space to effectively accommodate all MRF operations.
- E5.4 At the discretion of the Contractor, the MRF may be located on greenfield land and be comprised of newly constructed buildings and grounds; or on a fully-developed property that has existing buildings and grounds.
- E5.5 The MRF, including the MRF Equipment, shall be sized to accommodate the estimated tonnages on a daily basis, of incoming Recyclables.
- E5.6 The MRF and MRF Equipment shall include additional space to accommodate the effective and efficient Processing of four additional items that may be added to Commodities listed in Appendix A, at any time during the Contract. Additional items may include, but are not limited to;
- (a) film plastic including plastic shopping bags, plastic wrap and associated materials;
 - (b) disposable paper cups including single use beverage cups common to quick service food industry;
 - (c) aluminum foil and plates;
 - (d) expanded polystyrene including food trays, packing foam and associated materials.
- E5.7 The Contractor shall be responsible for all costs associated with the siting, permitting, construction, commissioning and the operation of the MRF, for the duration of the Contract.
- E5.8 The MRF is to be equipped with two (2) weigh scales, one with the capability of weighing a combined tractor and 53' semi-trailer in a single event. Weigh scales shall be calibrated by a Measurement Canada authorized service provider, every six (6) months, at the Contractor's expense. The Contractor shall provide the City with records of weigh scale certification within two (2) Business Days of the calibration.

- E5.9 The Contractor must ensure that there is sufficient space immediately in front of the weigh scales to ensure that, during normal levels of delivery traffic, the weighing operation does not create a queue of vehicles (including Collection Vehicles and tractor semi-trailers) that backs onto a public roadway, potentially causing traffic congestion.
- E5.10 The tipping floor should be constructed to a size suitable to safely store a minimum four (4) days of incoming Recyclables (or approximately 850 metric tonnes with an average density of 200kgs/m³).
- E5.11 At no time shall any material (Recyclables, Divertibles, Residue, and/or Commodities) be placed outdoors. The MRF shall have sufficient space to store all material indoors. Any material stored outside without prior approval from the Contract Administrator, will be subject to liquidated damages in D16.9.
- E5.12 The Contractor shall provide parking facilities for visitor's vehicles (including a suitable parking space to accommodate a school bus), trucks and other equipment related to the operations on the site. Three (3) parking spaces must be dedicated for use by City personnel.
- E5.13 The MRF shall be properly secured at all times with a perimeter fence erected to the maximum height allowable under the appropriate by-law. The Contractor will be responsible to secure all areas of the MRF against unauthorized access and theft or damage.
- E5.14 The Contractor must install, subject to the approval of the Contract Administrator, a visual barrier that screens operational areas from the view of adjoining properties and public right-of-ways.
- E5.15 The Proponent is responsible to ensure, through the term of the contract, that appropriate traffic control signs and structures be in place and are, and remain highly visible, in all traffic areas at the MRF, at all times.
- E5.16 The Proponent is responsible to ensure that, through the term of the contract, the travelling surface of all roadways and pedestrian walkways are in good repair and free of any potholes or other defects.
- E5.17 The Proponent is responsible to ensure, through the term of the contract, that pedestrian walkways/areas are delineated with the appropriate markings, signs and protective barricades and are, and remain highly visible, in all areas at the MRF, at all times.

Office Facilities

- E5.18 The Contractor shall provide and maintain an office, furnished and equipped with such facilities, equipment and materials, that are necessary to meet and fulfil the requirements of the Contract, including, without limitation, computer hardware and terminals, internet and telephone communications and facilities, facsimile machine and Internet access. The Contractor's office shall be open during operating hours on regular Business Days and shall be staffed by an experienced person.
- E5.19 The City will have full time staff on-site to provide quality assurance of the Commodities and to perform audits on the Recyclables. The Contractor shall provide separate, office, locker room, and an audit room including and adjacent audit area, for the sole use of City staff.
- (a) the City office must be a minimum of twelve (12) square metres (m²) and equipped with light, climate control, a lockable door, one telephone line, one computer line that has access to a high-speed broadband connection, and must be adjacent to the classroom;
 - (b) the locker room must be a minimum of ten (10) m², and equipped with light, climate control, lockable door, and lockable storage lockers to accommodate 3 staff;
 - (c) the audit room must be a minimum of forty (40) m², equipped with light, heat, and electricity and must be located near the tipping floor;
 - (d) notwithstanding items in (a), (b), and (c), furnishings and equipment for the office space, locker room and audit room shall be provided by the City;

- (e) the actual location and finished dimensions of the City office, locker room and audit room must be approved by the Contract Administrator.
- E5.20 The Contractor shall provide an observation area for educational purposes to allow for tours of the facility. The observation area must be located in an area at the highest level feasible, allowing visibility of the majority of the Processing operation, and will include, but not be limited to:
- (a) a classroom with a minimum area of one hundred (100) m² equipped with light, heat, and electricity, and complete with large windows to allow for the viewing of the majority of the Processing operation;
 - (b) an observation deck external to the classroom, that is capable of holding a minimum of thirty (30) visitors at a single time, which can allow for the viewing of the majority of the Processing operation.
- E5.21 The City will be responsible for the supply of all furniture, educational and/or promotional materials or equipment for the observation area.
- E5.22 The Contractor is responsible to ensure the observation area is secured to prevent any unauthorized entry and/or the loss of any of its contents.

E6. MRF ACCESS

- E6.1 The regular collection of Recyclables from City residential recycling programs (excluding the Community Recycling Depot program) occurs between the hours of 7:00am and 6:00pm on a five (5) day per week schedule; Monday through to Friday, including Statutory Holidays, with exception of New Year's Day, Remembrance Day, and Christmas Day. During the weeks of New Year's Day, Remembrance Day and Christmas Day, regular Recyclable collection is provided on the weekdays and on Saturday of the respective week.
- E6.2 The regular collection of Recyclables from the Community Recycling Depot program occurs between 7:00am and 6:00pm on a seven (7) day per week schedule, 365 days per year, with the exception of New Year's Day, Remembrance Day, and Christmas Day.
- E6.3 The Contractor shall ensure the City has access to the MRF to deliver and weigh Recyclables during, and for a period of one (1) hour after, regular collection hours. Special arrangements may be made between the Contractor and the Contract Administrator to accommodate the delivery and weighing of Recyclables from the Community Recycling Depot program that are delivered on days when the MRF may not be in operation (e.g. Sundays).
- E6.4 Upon request by the Contract Administrator, the Contractor shall extend the hours of operation of the weigh scales and tipping floor to allow the City to deliver Recyclables beyond regular Collection hours as described in E6.1 and E6.2. The Contractor shall be compensated by the City for this service as per Item 3, Form B: Prices.
- E6.5 The Contract Administrator or his/her designate shall have access to the MRF at all times.
- E6.6 The City and its agents shall have access to authorized areas of the MRF during normal business hours including, but not limited to, lunchroom and washroom facilities.

E7. MRF EQUIPMENT - GENERAL

- E7.1 The Contractor shall provide all MRF Equipment (including sorting stations, sorting platform structures, and sorting and moving equipment) sufficient to perform and complete each day's Work on time and on a consistent basis.
- E7.2 All MRF Equipment provided by the Contractor for the Work shall be new and shall have a manufacturing year not earlier than 2018.

- E7.3 Further to C6, all MRF Equipment used in the Work, shall at all times comply with all applicable Federal, Provincial and Municipal laws and regulations, and the Contractor, at the request of the Contract Administrator, must produce valid certificates indicating the same.
- E7.4 The Contractor shall, at all times, maintain and keep all MRF Equipment in good working order.
- E7.5 The MRF shall be equipped with 2 balers capable of baling the daily amounts of Commodities produced. Each baler must be independent of each other to allow for a continuous baling operation should one baler experience a breakdown.
- E7.6 The MRF shall be equipped with mechanical equipment to separate Glass from the Recyclables and to mitigate the amount of non-glass material in the Glass Commodity. This equipment shall include, but not be limited to, vibratory or moving screens and/or adjustable, positive or negative air flow systems.
- E7.7 All manual sorting areas of the MRF are to be enclosed in climate controlled, sorting cabins.
- E7.8 The Contractor shall ensure that the accumulation of dust in the MRF is kept to a minimum, and shall remove dust from the MRF Equipment at least once per week.
- E7.9 At the request of the Contract Administrator, the Contractor must produce maintenance records to confirm that the preventative maintenance has been performed according to the approved preventative maintenance plan as submitted in E2.5(g), and subsequently approved by the Contract Administrator. If, in the opinion of the Contract Administrator, the Contractor has not performed preventative maintenance as per the approved plan, the Contract Administrator may order the Contractor to submit a remedial plan indicating the action and timeframe the Contractor will take to perform the required outstanding maintenance. The Contractor shall implement any such remedial plan without cost to the City.
- E7.10 In addition to any MRF Equipment safety requirements required by legislation, all moving MRF Equipment shall be equipped with the following safety equipment:
- (a) back-up alarms;
 - (b) operation lights;
 - (c) overhead protection for operators;
 - (d) rotating/flashing amber caution light(s) mounted on the top or rear of the vehicle, which shall be clearly visible and functional at all times.
- E7.11 The Contractor shall continually maintain and update the safety devices and safety equipment for any and all MRF Equipment to meet the required safety standards throughout the duration of the Contract.

E8. PROCESSING SERVICES - GENERAL

- E8.1 The Contractor will be required to provide an operation schedule for the Work to ensure that the Processing operation is sufficient to process all the Recyclables delivered daily to the MRF. The Contractor must inform the Contract Administrator prior to any modifications or alterations to the schedule.
- E8.2 The Contractor is responsible to accept all Recyclables delivered by the City. The Recyclables must be managed on a "first in, first out" basis so as to mitigate the length of time the Recyclables are on the tipping floor.
- E8.3 The Contractor shall Process all the Recyclables delivered to the MRF into the specific Commodities and Divertibles as listed in Appendix A.
- E8.4 The Contractor accepts and agrees to Process the Recyclables as per the Performance Standards as indicated in Appendix B.

- E8.5 The Contractor shall Process the Recyclables into Commodities and Divertibles with the finished product quality based on End Market Specifications with the Institute of Scrap Recycling Industries (ISRI) Specifications as preferred guidelines.
- E8.6 The Contractor shall ensure all vehicles (Collection Vehicles and all other private vehicles) delivering Recyclables are weighed upon entry and exiting the MRF, as per a scale protocol previously reviewed by the Contract Administrator. The Contractor shall immediately notify the City of any scale malfunctions.
- E8.7 The maximum delivery time for Collection Vehicles, including entering, weighing, unloading, inspecting and exiting the Facility, shall not exceed thirty (30) minutes. The delivery time will be measured by the difference in minutes between the time of the initial weighing of the loaded vehicle upon entry, and the time of the weighing of the empty vehicle upon exiting as indicated by weigh scale records. Should the delivery time exceed thirty (30) minutes due to circumstances within the Contractor's control as determined by the Contract Administrator, the Contractor will be subject to Liquidated Damages as per D16.6.
- E8.8 Further to D20, the Contractor is responsible for the immediate clean-up and reporting of any spillage or leakage of material from any equipment (including any Collection Vehicle), including but not limited to, any spillage or leakage which occurs during the transporting or emptying of materials by the collection vehicles as per:
- (a) part 9 of the Sewer By-law 92/2010 - <http://clkapps.winnipeg.ca/dmis/docext/viewdoc.asp?documentypeid=1&docid=5243>
 - (b) the Environmental Accident Reporting Regulation 439/87 - https://www.gov.mb.ca/conservation/envprograms/pdf/env_accident_reporting_reg.pdf
- E8.9 Further to E8.8, spills, leakages, hazardous wastes and materials, including without limitation residual and materials and liquids arising or resulting from MRF Equipment cleaning, shall be disposed of by the Contractor in accordance with applicable laws.
- E8.10 The Contractor shall provide the Contract Administrator at least five (5) Business Days prior notice of any scheduled shutdown of the facilities including date, time, duration and reasons for the shutdown. The notice should include a description of the alternate arrangements made by the Contractor to perform the Work during the proposed shutdown.
- E8.11 In the event that Processing is disrupted for an extended period of time (a period greater than seven (7) calendar days), the Contractor will implement the Alternate Plan for Processing as submitted, and subsequently approved by the Contract Administrator, in B13.3(I). The Contractor shall implement any such plan until such time that is deemed necessary by the Contract Administrator.
- E8.12 During the term of this Contract, the City may receive, from the City 311 Call Centre, other City departments and/or from the general public, a request concerning information about the Work. Such a request, if deemed to be relevant by the Contract Administrator, will be known as a "Service Request" and are typically, but not limited to, instances of:
- (a) general information on the MRF;
 - (b) general information on Processing;
 - (c) the retrieval of a lost or misplaced item;
 - (d) a tour of the facility.
- E8.13 During the term of this Contract, the City may receive, from the City 311 Call Centre, other City departments and/or from the general public, information regarding defective Work, improperly performed Work, Work that has not been performed and was/is required to be performed, any other default, contravention, or violation of the Contract, including without limitation, acts and omissions and negligence of the Contractor. Such information, if deemed to be factual by the Contract Administrator, will be known as a "Service Deficiency" and are typically, but not limited to, instances of:

- (a) litter on the Contractor's property;
- (b) litter leaving the Contractor's property;
- (c) queue of collection vehicles extending onto public roadways causing traffic congestion;
- (d) behaviour unbecoming of an agent of the City;
- (e) excess noise, odour.

E8.1 If the Contractor receives a notification from the Contract Administrator concerning a Service Request or a Service Deficiency, the Contractor shall:

- (a) perform the required applicable service, or remedial Work concerning the deficient service, within 24 hours of receipt of such notice; and
- (b) report to the Contract Administrator within 48 hours of receipt of such notice, the time and date when such performance occurred.

These items are subject to liquidated damages as noted in D16.4 and D16.5.

E8.1 The Contractor shall take note that scavenging shall not be permitted at any time, and any single occurrence of scavenging shall be cause for the dismissal of any personnel directly or indirectly associated with scavenging.

E9. RECYCLABLES

E9.1 The composition of the Recyclables, as of July 2017, is indicated in Appendix G. The City makes no warranty or guarantee that the composition of Recyclables will remain unchanged through the term of the Contract.

E9.2 The Contractor shall have all the necessary staff and equipment to perform the Work in strict accordance with the terms and provisions of the Contract, regardless of the composition of the Recyclables.

E9.2.1 The Processing and Marketing of Recyclables will be compensated as per Item 1, Form B: Prices, should the Contamination of the Recyclables, as determined by the Contract Administrator, be equal to, or less than, twenty (20) percent during any month.

E9.2.2 Should, the Contamination of the Recyclables, as determined by the Contract Administrator, be greater than twenty (20) percent during any month; the Contractor shall provide all the necessary staff and equipment to perform the Work. All said Work performed by the Contractor to Process the Recyclables with the higher percentage of Contamination shall be compensated as per Item 1, Form B: Prices, plus Item 2, Form B: Prices. The Contractor shall not be entitled to any further compensation.

E9.3 Recyclables contained in boxes, and transparent and semi-transparent bags, must be emptied and sorted as per E8.3.E9.1

E9.4 Recyclables contained in opaque bags shall be considered Contamination.

E10. COMMODITIES AND DIVERTIBLES

E10.1 The City reserves the right to alter Appendix A, including adding or subtracting items to the list of Recyclables, Divertibles, Commodities and/or Contamination, and/or increasing or decreasing the quality of any Divertible and/or Commodity. In the event that said alterations increases the Work, the City will assess the cost of any increases in the Work incurred by the Contractor, and if approved by the Contract Administrator, payment thereof, will be made to the Contractor, in accordance with C7.

E10.2 The Contractor, through negotiations with End Markets will determine the End Market Specifications and submit said specifications to the Contract Administrator for review. The Contractor shall process each Commodity to its specific End Market Specification.

- E10.3 Should the Contractor fail to produce Commodities to End Market Specifications which results in a reduction, or total loss of revenue received for the Commodities, the Contractor shall compensate the City, at the current market value, for any lost revenue, due to the reduced or total value of said Commodities.
- E10.4 Glass, as defined in Appendix A, is currently Marketed to the City and is used by the City as an aggregate substitute.
- E10.5 Glass shall be comprised of a maximum 10% by weight of non-glass material (such as paper, plastic etc.) and shall be free of the following Commodities (as described in Appendix A):
- (a) Aluminum Containers;
 - (b) Steel Food Containers;
 - (c) HDPE Bottles; and
 - (d) PET Bottles
- In any event, all Glass material shall be of a size capable of passing through a 50mm (2 inch) screen.
- E10.6 If the Contract Administrator determines that the amount of the non-glass material in the Glass exceeds 10%, the Contract Administrator has the right to reject the Glass and direct the Contractor to re-Process the rejected Glass. All works performed by the Contractor associated with the re-Processing of the rejected Glass, including the transportation of the rejected Glass to a processing facility, shall be performed by the Contractor at no additional cost to the City.
- E10.7 Glass shall be delivered to the Brady Road Resource Management Facility at 1901 Brady Road, Winnipeg, or to a location within the City of Winnipeg as designated by the Contract Administrator, for purposes of reuse or recycling.
- E10.8 The Contractor shall arrange transportation and transport the glass as required. The City will reimburse the Contractor the cost of transportation of transporting the Glass to the End Market.
- E10.9 The Contractor is responsible to pay the City an administrative fee of \$10 per metric tonne for every metric tonne of Glass delivered to the Brady Road Resource Management Facility.

E11. RESIDUE

- E11.1 Residue shall be comprised of a maximum 5% by weight of Commodities as determined by audits performed by the City. If the amount of Commodities in the Residue exceeds 5%, the Contract Administrator has the right to direct the Contractor to re-Process said Residue or to reclaim the revenue that has been lost for sale. In any event, the Contract Administrator's decision will be considered final and the Contractor will comply with any decision made by the Contract Administrator.
- E11.2 The Contractor shall dispose of the Residue at the Brady Road Resource Management Facility at 1901 Brady Road, Winnipeg, or at a location designated by the Contract Administrator. The Contractor is responsible for all costs associated with the transportation and disposal of the Residue including the cost of all associated tipping fees, at the current rate, at the time of disposal.

E12. PERFORMANCE STANDARDS

- E12.1 The Contractor's actual performance for Processing Recyclables will be compared to its expected performance through the measurements and calculations performed by the Contract Administrator.
- E12.2 The Contract Administrator shall, on a monthly basis:
- (a) determine, by using the process described in Appendix C, the composition of the Recyclables and record the results on the Composition Certificate;

- (b) determine, by using the method described in Appendix D, the quantity of a specific Commodity available to be separated from the Recyclables;
- (c) determine, by using the method described in Appendix D and the Guaranteed Capture Rates in Appendix B, the quantity of a specific Commodity that the Contractor shall guarantee to separate from the Recyclables.

E12.3 Further to E12.2E12.2, the Contract Administrator shall determine each month, the Monthly Performance Measurement as described in Appendix D, and will provide the Contractor within seven (7) calendar days after receipt of the monthly invoice from the Contractor, with the Performance Measurement Certificate containing a summary of the calculations.

E12.4 Further to E12.3E12.3, the Contract Administrator shall determine the Annual Performance Adjustment as described in Appendix E, and shall provide the Contractor within seven (7) calendar days after receipt of the September invoice of each year, with the Performance Measurement Certificate containing a summary of the calculations.

E12.5 Payment for the Annual Performance Adjustment will be determined according to D27.55.

E13. AUDIT OF MATERIAL

E13.1 The City and/or its agent reserve the right to perform audits on the Recyclables, Divertibles and Commodities to determine the composition of the collected material and the quality of the Processed material. The Contractor shall be bound by the audit results determined by the Contract Administrator.

E13.2 The City will perform audits as per the Audit Procedure outlined in Appendix C. The Contractor may observe and/or participate in the auditing process. The City reserves the right to alter the Audit Procedure due to market conditions or other changes to the City's recycling program.

E13.3 When required, and as directed by the Contract Administrator, the Contractor shall assist the City with the auditing process, including, but not limited to responsibilities listed in Appendix C. All works performed by the Contractor associated with the audit process as listed in Appendix C, shall be performed at no additional cost to the City.

E14. INSPECTION

E14.1 The City may, by its personnel, agents, or by the Contract Administrator, at any time and from time to time inspect and/or audit the Work and the performance thereof with or without the Contractor's knowledge, including, without limitation, inspections of the MRF, MRF Equipment, and weigh scales. If any deviations from the requirements of the Contract exist, they will be noted, and the Contractor or representative will be notified, either verbally or in writing, of the corrective measures to be taken. Such inspections do not relieve the Contractor in any way from making independent inspections to ensure that the Work is being performed satisfactorily.

E15. EXTRA WORK

E15.1 Under this Contract, Extra Work includes special work not already included; to be provided on an hourly basis, which may include, but not be limited to, the performance of material audits.

E15.2 The Contractor shall, on written notice from the Contract Administrator, perform Extra Work at the time(s) directed by the Contract Administrator in such notice. Extra Work shall be performed in accordance with the Contract and be compensated at a rate as per Item 4, Form B: Prices.

E16. PROMOTION AND EDUCATION

E16.1 The City is responsible for educating and promoting the rules of the recycling program to the public and will work with the Contractor to ensure all relevant information is distributed within the resources available to the City.

E16.2 The Contract Administrator may request the Contractor to participate in programs designed to educate the public on recycling and recycling related initiatives. Whenever possible, the Contractor shall participate to the extent and for the length requested by the Contract Administrator.

E17. CART RECOVERY

E17.1 The Contractor shall remove Carts found in the Recyclables, place them in a designated area, and give notice to the Contract Administrator. The City will remove the Carts from the designated area within a timely manner.

E17.2 The City will not compensate the Contractor for the retrieval or storage of Carts and the Contractor shall not be held responsible for any damage to the Carts sustained prior to the Cart's delivery to the MRF.

E18. PERSONNEL TRAINING

E18.1 All personnel engaged in the Work shall be appropriately qualified, trained, skilled and experienced in their respective professions, trades or occupations. All personnel engaged in the Work shall be legally entitled to work in Canada.

E18.2 The Contractor shall provide proper, adequate, and continuous job training for all personnel engaged in the Work to ensure the Work is performed and completed in a safe and proper manner.

E18.3 The Contractor shall ensure that personnel engaged in Processing are fully knowledgeable in the appropriate Commodities and their respective specifications, and the MRF's safety policies and procedures.

E19. ACCIDENT REPORTING

E19.1 The Contractor shall report to the Contract Administrator the occurrence, nature and apparent severity of all injuries suffered by personnel engaged in the Work.

E20. MARKETING OF COMMODITIES

E20.1 The Contractor shall be responsible for Marketing the Commodities. The goal of the marketing strategy is to maximize the amount of revenue received for the processed recyclables.

E20.2 The Commodities must be managed on a "first in, first out" basis, so as to mitigate the length of time the Commodities are in storage.

E20.3 The Contractor shall Market the Commodities to End Markets that produce the highest value of net revenue (transportation costs subtracted from gross revenue). End Market and End Market agreements shall be reviewed by the Contract Administrator. The City reserves the right to direct the Contractor to Market a Commodity to any End Market. Every effort must be made to ensure that the Commodity is, in fact, used for the production of usable materials or products.

E20.4 If the Contractor knowingly markets Commodities to End Markets that use the Commodities other than for the purposes of producing usable materials or products, the Contractor shall be subject to liquidated damages as per D16.10.

E20.5 The Contractor shall be responsible for any additional costs associated with the Marketing of any Commodity that has been deemed unacceptable by the End Market due to the Contractor's failure to process the material in accordance with End Market Specifications (or for any other reason) including, but not limited to, any or all applicable demurrage and transportation charges regarding the Marketing of the Commodity to subsequent End Markets.

E20.6 If the End Market of a Commodity rejects the Commodity outright or compensates the Contractor a lesser price for the Commodity because the Commodity does not meet the End

Market's specifications (or for any other factors), the Contractor agrees to pay to the City any losses in revenue due to the Commodity's rejection.

E20.7 The Contractor shall provide, on the first Business Day of each quarter, quarterly marketing strategies for review and approval of the Contract Administrator. The strategy should include market forecasts for each material type, estimated tonnages, market contacts and recommendations as to the marketing methods and most suitable End Markets.

E21. REVENUE RECEIVED FROM MARKETED COMMODITIES

E21.1 The Contractor shall be responsible to collect, from the buyer, revenue derived from the sale of Commodities.

E21.2 The Contractor will reimburse the City, 100% of revenue generated from the sale of the Commodities, net of shipping costs in accordance with D27.

E22. RECYCLABLE MATERIAL FROM OTHER SOURCES

E22.1 Recyclable material from other sources other than those stipulated in this Contract can be processed at the MRF. The Contractor shall notify the Contract Administrator, on a monthly basis, of the source, tonnages, composition and End Markets of any recyclable material accepted from other sources. The Contract Administrator reserves the right to request further verification of all records regarding Recyclable material from other sources including the use of a third party auditor.

E22.2 The Contractor must ensure that the processing of any material accepted from other sources does not impact the Work. If, in the opinion of the Contract Administrator, material from other sources is impacting the Work under this Contract, the Contract Administrator has the right to direct the Contractor to cease Processing the material from other sources until such time the Work is not impacted. The Contractor shall not Process any other material until such time that approval is given by the Contract Administrator.

E22.3 The Contractor will compensate the City, an administrative fee of \$25.00 per tonne of single stream Recyclables from sources other than from City of Winnipeg programs that are Processed at the MRF.

E23. CONTRACT TERMINATION OR END OF CONTRACT

E23.1 The Contractor shall accept Recyclables up to 4 Business Days prior to the date of termination or expiration of the Contract (known as the transition period). The Contractor shall Process all Recyclables by the termination or expiration of the Contract or until there are no Recyclables remaining.

E23.2 Further to E23.1, the Contract Administrator, by mutual agreement with the Contractor, may adjust the transition period up to one (1) Business Day prior to the date of termination or expiration of the Contract.

E23.3 All Commodities produced during the transition period shall be Marketed as per E20.

E23.4 The Contractor shall be compensated for Work during the transition period as per D27.

E23.5 Notwithstanding D26.1, the Contractor shall submit an invoice for the Work performed in the last month of the Contract and within thirty (30) Business Days following the termination or expiration of the Contract.

E23.5.1 The invoice shall include the final Annual Performance Adjustment as calculated in Appendix E.