



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 331-2011**

**YARD WASTE COLLECTION SERVICES IN THE NORTHWEST AREA OF  
WINNIPEG**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 YARD WASTE COLLECTION SERVICES IN THE NORTHWEST AREA OF WINNIPEG

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 14, 2011.

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

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B4. ADDENDA**

B4.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B4.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B4.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B5. SUBSTITUTES**

- B5.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B5.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the 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 Contract;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B13.
- B5.9 No later claim by the Contractor for an addition to the 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.
- B5.10 Notwithstanding B5.2 to B5.9, and in accordance with B6.5, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B13.1(a).

## **B6. BID SUBMISSION**

- B6.1 The Bid shall consist of the following components:
- (a) Form A: Bid;

(b) Form B: Prices;

- B6.2 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.
- B6.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B6.4 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B13.1(a).
- B6.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.7 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:  
The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B6.7.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B6.8 If the Bid is submitted by facsimile transmission, it shall be submitted to (204) 949-1178
- B6.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

**B7. BID**

- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B7.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

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

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

B7.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

## **B8. PRICES**

B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B8.1.1 Notwithstanding C11.1.1, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B8.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B8.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B8.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B9. QUALIFICATION**

B9.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B9.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B9.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

B9.4 Further to B9.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

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

B9.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B9.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

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

B10.1 Bids will not be opened publicly.

B10.2 Following the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B10.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B10.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

## **B11. IRREVOCABLE BID**

B11.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

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



## **B12. WITHDRAWAL OF BIDS**

- B12.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B12.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B12.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B12.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
  - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
  - (c) if the notice has been given by any one of the persons specified in B12.1.3(b), declare the Bid withdrawn.
- B12.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B11.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

## **B13. EVALUATION OF BIDS**

- B13.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
  - (c) Total Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B5;
  - (e) costs to the City of administering multiple contracts.
- B13.2 Further to B13.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B13.3 Further to B13.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.
- B13.4 Further to B13.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B13.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B13.4.2 Further to B13.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B13.5 This Contract will be awarded as a whole.

**B14. AWARD OF CONTRACT**

- B14.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B14.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B14.2.1 Without limiting the generality of B14.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Bid is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B14.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B13.
- B14.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.
- B14.4 Notwithstanding C4.1, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B14.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for 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](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the collection of yard waste in the Spring and Fall 2011, generated from approximately 43,000 homes in the Northwest area of Winnipeg, and delivered to Brady Road Landfill Compost Site with the option of a one (1) year extension.

D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) Calendar Days prior to the start of the Contract in 2012. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on April 27, 2012. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

#### D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (b) "**Yard waste**" means grass clippings, leaves, plants, flowers, tree/hedge prunings, small branches (no longer than 1 metre (3 feet) in length and 100mm (4 inches) in diameter).
- (c) "**Collection container**" means a reusable container (e.g., plastic tubs, metal or plastic garbage cans), Cardboard Boxes, Certified Compostable Bag, or Plastic Bags, weighing no more than 34 kgs (including container and contents).
- (d) "**Location**" means a pickup site situated at any premise, deemed by the Contract Administrator, to be included in the program Notwithstanding C1.1, when used in this Bid Opportunity:

#### D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Mark Kinsley, C.E.T.  
Waste Diversion Technologist  
109-1199 Pacific Ave  
Winnipeg MB R3E 3S8

Telephone No. (204) 986-4471

Facsimile No. (204) 774-6729

D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

## **D5. CONTRACTOR'S SUPERVISOR**

- D5.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.
- D5.2 Before commencement of Work, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

## **D6. NOTICES**

- D6.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:
- The City of Winnipeg  
Chief Financial Officer  
Facsimile No.: (204) 949-1174

## **SUBMISSIONS**

### **D7. AUTHORITY TO CARRY ON BUSINESS**

- D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

### **D8. INSURANCE**

- D8.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
  - (b) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least five million dollars (\$5,000,000.00), to remain in place at all times during the performance of the Work;
- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.
- D8.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

## **CONTROL OF WORK**

### **D9. COMMENCEMENT**

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

### **D10. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

- D10.1 Further to C6.23, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

### **D11. SAFETY**

- D11.1 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.
- D11.2 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.
- D11.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
  - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
  - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
  - (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
  - (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
  - (f) fire hazards in or about the Work are eliminated;
  - (g) it is mandatory that safety reflective vests are worn by all persons employed on the Work and at all times during the performance of the Work.

### **D12. ORDERS**

- D12.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

### **D13. RECORDS**

- D13.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D13.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) user name(s) and addresses;
- (b) order date(s);
- (c) service date(s); and
- (d) description and quantity of services provided.

D13.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

## **MEASUREMENT AND PAYMENT**

### **D14. INVOICES**

D14.1 Further to C11, the Contractor shall submit one (1) invoice for each season of service for a total of two (2) for the Contract to:

The City of Winnipeg  
Solid Waste Services Division  
109-1199 Pacific Avenue  
Winnipeg MB R3E 3S8  
Facsimile No.: (204) 774-6729

D14.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of goods delivered;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D14.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D14.4 Bids Submissions must be submitted to the address in B6.7.

### **D15. PAYMENT**

D15.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D15.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

## **WARRANTY**

### **D16. WARRANTY**

D16.1 Warranty is as stated in C12.

## 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>
G-SW-RE-0002-01	Collection Pickup by Day Cycle.

#### E2. COLLECTION OF YARD WASTE

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

- (a) Collection of yard waste from approximately 43,000 locations on a frequency in accordance with the collection schedule as shown in E4. All yard waste set out for collection in all collection areas must be collected.
- (b) Attaching non-compliance notices to yard waste containers where residents have not met the requirements of the program;
- (c) Delivery of collected yard waste to the Compost Site at Brady Road Landfill;
- (d) Providing remedial services and forwarding required information to the Contract Administrator;

#### E3. CONTRACT QUANTITIES

E3.1 The tonnage is approximate only and is to be used only for purposes of comparison of bid submissions.

E3.2 The Contractor will be paid for each tonne of yard waste collected at the unit rate submitted in Form B: Prices.

E3.3 In lieu of C4.071, the City shall guarantee a minimum contract value of \$175,000.00. No other claim shall be accepted by the City for damages on the grounds of loss for the diminution of Work.

E3.4 The following table shall be used as a reference for the approximate number of locations (stops) per collection day.

<b>Day Cycle</b>	<b>Total Locations</b>
<b>1-A</b>	<b>5,387</b>
<b>1-B</b>	<b>5,398</b>
<b>2-A</b>	<b>5,046</b>
<b>2-B</b>	<b>3,923</b>
<b>3-A</b>	<b>3,917</b>
<b>3-B</b>	<b>3,889</b>
<b>4-A</b>	<b>4,492</b>



<b>4-B</b>	<b>4,192</b>
<b>5-A</b>	<b>4,536</b>
<b>5-B</b>	<b>2,046</b>
<b>Total</b>	<b>42,826</b>

E3.5 It is estimated that during normal weather conditions, there is 2,500 tonnes of yard waste per year to be collected. Due to the unknown participation of this program, and the unknown nature of the material collected (varying moisture content), the City cannot accurately predict an exact quantity of material to be collected. In 2010, a total of 807 tonnes were collected.

E3.6 Collection of yard waste will be paid on a unit basis per metric tonne delivered to the Compost Site at Brady Road Landfill. Measurement will be based on weights recorded on actual scale tickets issued by the scale at Brady Road Landfill.

**E4. SCHEDULE OF COLLECTION ROUTES AND DAYS OF COLLECTION**

E4.1 Collection dates for yard waste collection for each of the 5 sectors in the Northwest Area are indicated in the following chart.

<b>Map Areas</b>	<b>Collection Dates</b>	
	<b>Spring</b>	<b>Fall</b>
	May	Oct
<b>1-A</b>	4,18	4,19
<b>1-B</b>	11,26	12,26
<b>2-A</b>	5,19	5,20
<b>2-B</b>	12,27	13,27
<b>3-A</b>	6,20	6,21
<b>3-B</b>	13,30	14,28
<b>4-A</b>	9,24	7,24
<b>4-B</b>	16,31	17,31
<b>5-A</b>	3,17	11,25
<b>5-B</b>	10,25	Oct. 18 Nov. 1

E4.2 Due to inclement conditions (e.g. late spring thaw, flood, large snowfall), the City reserves the right to advance or delay the start of the Spring and/or Fall program to maximize the amount of material collected. No additional payments or compensation will be made for changes to the collection schedule.

E4.3 The hours of collection shall be between 7:00 a.m. and 9:30 p.m. In cases of unusual delay, emergency or equipment breakdown, the Contractor may extend the hours of collection accordingly, subject to prior approval by the Contract Administrator.

E4.4 The Contractor shall provide a schedule of collection routes including the starting points of each piece of equipment to be used on each collection day for each route, no later than one week prior to the commencement of the Work of this Contract. This schedule is subject to the approval of the Contract Administrator.

## **E5. COLLECTION AREAS**

E5.1 The placement of yard waste at each location will be in the same place as garbage.

E5.2 The collection areas are indicated in E1.2.

## **E6. COLLECTION IMPLEMENTATION PLAN**

E6.1 The Contractor shall submit to the Contract Administrator, a plan related to the effective implementation of the Contract, within seven (7) Calendar Days after receiving the letter of intent. As a minimum, the following items are to be included in the implementation plan:

- (a) Staffing details (e.g. number of vehicles, number of staff etc.)
- (b) Procedures for orientation of collection personnel including route familiarization, public relations, safety and customer service training and coordination/cooperation with City staff.

## **E7. COLLECTION VEHICLES**

E7.1 General

- (a) The Contractor shall ensure that all collection equipment and vehicles comply with all Federal, Provincial and Municipal government acts and regulations.
- (b) Collection vehicles shall be properly constructed, maintained, and sufficiently enclosed to prevent or eliminate the depositing of any debris onto the streets during the performance of the Contract. Each collection vehicle shall carry sufficient hand-tools (e.g. brush, broom and shovels) to facilitate cleaning up any debris that may have been dropped or spilled by the Contractor. The Contractor shall be responsible for any spillage that may be discharged from the collection vehicle.
- (c) The collection fleet shall include vehicles capable of providing service to all front streets, back lanes, and access roads according to the collection areas provided in Appendix A.
- (d) The Contract Administrator may also require the Contractor to affix signs on each side and/or the rear of each collection vehicle that proclaim messages of public interest or promote any aspect of solid waste/recycling programs being carried on by the City of Winnipeg. Said signs shall be paid for and supplied by the City. The City shall be responsible for all costs associated with affixing the signs to each collection vehicle in a manner and position acceptable to the Contract Administrator.
- (e) Notwithstanding any other legislation or regulation, the Contractor shall keep the collection vehicle in a clean and presentable condition and free from any visible rust and damage.

## **E8. METHOD OF COLLECTION**

E8.1 General

- (a) The Contractor shall collect all yard waste placed out for collection. In the event that a dispute about what is and is not yard waste material, the Contract Administrator shall be the sole arbitrator and his/her decision is final.

- (b) The Contractor shall return emptied reusable collection containers to the same location situated prior to pick-up.
- (c) The Contractor shall not damage, misuse or permanently remove any reusable collection containers. Should the reusable collection container suffer damage or total loss resulting from unreasonable use by the contractor, as determined at the sole discretion of the Contract Administrator, the Contractor will repair or replace the reusable collection container. The Contractor must report any damage to, or removal of reusable collection containers to the Contract Administrator. All costs associated with the repair, the supply and delivery of replacement containers will be borne by the Contractor.
- (d) The Contractor shall collect and remove any and all materials that may have been spilled during collection. The cleanup of any spillage will be considered, as incidental to the Contract and no additional payments will be made for any such work.
- (e) Further to E7.1(d), the Contract Administrator reserves the right to authorize or undertake the cleanup, should the contractor, in the opinion of the Contract Administrator, fail to satisfactorily clean up the spillage. All costs incurred by the Contract Administrator for said work will be charged to the Contractor.
- (f) The Contractor shall not collect any bagged and/or loose garbage. The Contractor will affix a non-compliance notice to the collection containers in the event that participants set out garbage.
- (g) Failure to leave a non-compliance notice in the appropriate situation may result in the pick-up being declared a "service deficiency" under E12.
- (h) The non-compliance notice shall be supplied by the City.
- (i) Where the Contractor receives notice of a missed area, street or partial street, and staff and equipment are still available in that workday, the missed area(s) shall be collected prior to the end of the same working day. Where the staff and equipment are not reasonably capable of being mobilized to address the missed area(s), the Contractor shall schedule such missed collection as the initial collection of the subsequent day. Where the Contractor does not respond accordingly, the City reserves the right to carry out such collections. All costs associated with such collections will be charged to the Contractor.
- (j) In carrying out of the work, or any portion thereof, the safety and convenience of the public must always be specifically considered and provided for by the Contractor. The Contractor must not obstruct any street, thoroughfare or sidewalk longer or to any greater extent than is absolutely necessary in the opinion of the Contract Administrator.
- (k) Yard Waste from any establishment other than those serviced by this Contract will not be allowed to be collected along with the yard waste generated from this Contract unless approved in writing by the Contract Administrator.
- (l) If, in the opinion of the Contract Administrator, the Contractor is not performing the work reasonably in accordance with the approved schedule, the Contract Administrator may demand, in writing, more trucks and/or staff to be provided by the Contractor immediately, and upon the Contractor's failure to provide them, the City may arrange to hire additional trucks and staff and charge the cost of such hire to the Contractor. The Contractor shall immediately notify the Contract Administrator or designate whenever peak period excesses or equipment breakdowns occur that are likely to generate delays in the regularly provided collection service. The Contract Administrator shall be advised as to the Contractor's plans to correct this deficiency in service.

## **E9. INSPECTION**

- E9.1 Periodic inspections of the Contract area, including vehicle inspections and contents therein contained, may be made by the Contract Administrator to verify that the service supplied by the Contractor is adequate in all respects. If any deviations from the requirements of the Contract exist, they will be noted, and the Contractor or representative will be notified, either orally or in writing, of the corrective measures to be taken. Such periodic inspections do not relieve the Contractor in any way from making independent inspections to ensure that the work is being performed satisfactorily.

## **E10. COMMUNICATIONS REQUIREMENTS**

- E10.1 The Contractor shall maintain an office, equipped with a phone and facsimile machine and staffed by a competent person, open from 7:30 a.m. to 4:30 p.m., not including Saturdays, Sundays and statutory holidays.
- E10.2 The Contractor shall have a qualified field supervisor, dedicated to this Work only, on duty throughout all hours of the performance of these Works, and they must be equipped with a cellular telephone so as to ensure a constant ability to be contacted by the City and to enable a courteous, speedy, and efficient response to all service deficiencies.
- E10.3 The Contractor shall submit to the Contract Administrator a prioritized listing of the Contractor's staff that can be contacted after the office hours noted above if required. The Contractor shall ensure that this listing is current by providing the Contract Administrator with an updated listing whenever changes to staff contacts occur.
- E10.4 Should the City be unable to contact the Contractor to respond to service deficiency concerns, the City will immediately address the deficiency in service and the associated costs shall be charged to the Contractor as a service deficiency.

## **E11. DISMISSAL OF EMPLOYEES**

- E11.1 In addition to C5 of the General Conditions, the Contract Administrator may request the suspension, discharge, or other disciplinary action of any employee directly involved in the collection process for one or more of the following activities during working hours, and the Contractor shall comply with such request as promptly as possible:
- (a) Found in possession of or under the influence of alcohol and/or mind-altering drugs;
  - (b) The use of foul, profane, vulgar or obscene language, or other publicly offensive behaviour;
  - (c) Solicitation of gratuities or tips from the public for services performed under this Contract;
  - (d) The refusal to collect and/or handle yard waste placed out for pick-up in accordance with this Contract;
  - (e) The wanton or malicious damage or destruction of containers and/or receptacles;
  - (f) The wanton or malicious scattering or spilling of yard waste;
  - (g) The provision of services by staff who are clothed in a manner that is clearly of an unacceptable public standard; or
  - (h) The scavenging or removal from the disposal stream of material placed out for collection (in violation of Paragraph 13 of the Solid Waste By-law 1340/76).

## **E12. WORK PERFORMANCE AND EQUIPMENT BREAKDOWN**

- E12.1 If, in the opinion of the Contract Administrator, the Contractor is not performing the work reasonably in accordance with the approved schedule, the Contract Administrator may demand, in writing, more trucks and/or staff to be provided by the Contractor immediately, and upon the Contractor's failure to provide them, the City may arrange to hire additional trucks and staff and charge the cost of such hire to the Contractor. Such supplementary support resources will continue at the Contractor's expense until the Contract Administrator is advised of a satisfactory plan of action to correct the referenced performance deficiency or until other remedy as provided in the Contract is invoked.
- E12.2 Where isolated groups of premises such as bays or street sections have erroneously been missed in a collection operation, the following shall occur. Where the Contractor receives notice of a missed sector or sectors and staff and equipment are still available in that workday, the missed area(s) shall be collected prior to the end of the same working day. Where the staff and equipment are not reasonably capable of being mobilized to address the missed sector(s), the Contractor shall schedule such missed collection as the initial collection of the subsequent day. Where the Contractor does not respond accordingly, the City reserves the right to carry out

such collections at the Contractor's cost, and such costs will be deducted from subsequent progress payments. The correction of such missed collections will not relieve the Contractor of the Schedule obligations of E5.

E12.3 The Contractor shall immediately notify the Contract Administrator or Designate whenever peak period excesses or equipment breakdowns occur that are likely to generate delays in the regularly provided collection service. The Contract Administrator shall be advised as to the Contractor's plans to correct this deficiency in service. Should the City not be advised, the associated uncollected locations will be deemed an area omission as described in E13.2 and subject to the performance deficiency remedies contained therein.

### **E13. SERVICE STANDARDS**

E13.1 The City of Winnipeg uses the 311 Call Centre and tracks service deficiencies and other requests from its customers. Every communication to 311 generates a service request. Service requests for this contract are categorized into three main categories:

- (a) Missed Collection -Service Deficiency;
- (b) Missed Collection –Same Day Miss;
- (c) Miscellaneous.

E13.2 Missed Collection-Service deficiencies are typically, but not limited to, instances of:

- (a) Missed collection;
- (b) Misplaced or damaged collection container;
- (c) Spillage;
- (d) Dangerous driving;
- (e) Profanity;
- (f) Damage to private or public property;
- (g) Excess noise; and
- (h) Providing service outside of the hours stated in E4.3 without prior consent from the Contract Administrator.

E13.3 A call to 311 regarding missed collection that is received prior to 9:00 p.m., on the same day as the scheduled collection, is not a service deficiency.

E13.4 Discretion will be applied by the Contract Administrator in cases where there are circumstances beyond the control of the Contractor. This discretion will only be applied in a limited number of cases.

E13.5 The Contract Administrator shall provide the Contractor a copy of every service request. The copy will be forwarded via facsimile or electronic mail to the Contractor's office. The Contractor will be required to complete the work and remit the results to the City via facsimile or electronic mail, in order to complete the service request.

E13.6 If the service request is a service deficiency, the Contractor shall remedy the service deficiency within 24 hours of receipt, and report back to the City within 48 hours of receipt, the time and date when the remedy occurred. Failure to rectify the service deficiency within 24 hours or to report back to the City within 48 hours will result in a penalty of \$75.00 per occurrence.

E13.7 Service shall be extended to all new or additional residents immediately when directed by the Contract Administrator.

#### **E14. IMPASSABLE ROADWAYS**

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

#### **E15. DISPOSAL**

- E15.1 The Contractor will deliver all loads to the Compost Site at the Brady Road Landfill Site located approximately one mile south of the Perimeter Highway (P.T.H. #100) on Brady Road. The hours of operation of this landfill site are currently as follows (but are subject to change):

(a) Weekdays	05:30 to 20:00
(b) Weekdays (Nov 1-April 1)	06:00 to 18:00
(b) Saturdays	09:00 to 17:00
(c) Sundays and Holidays	09:00 to 17:00

- E15.1.1 To accommodate the delivery of yard waste to the Landfill, the Contractor may make alternative arrangements with the Contract Administrator to extend the hours stated in E16.1 by two (2) hours during weekdays, at no additional charge. No extensions will be made during weekends or holidays.
- E15.2 The Contractor shall weigh in and weigh out every load at the scale at the Brady Road Landfill. The Contractor shall be required to obtain weigh tickets for every load.

- E15.3 The Contractor shall not be charged for disposal of yard waste collected under the terms of this Contract at the designated Compost Site.
- E15.4 In the opinion of the Contract Administrator, should the Contractor deliver excess unwanted material, the Contract Administrator has the right to direct the Contractor to remove the unwanted material from the Compost Site, and dispose of it in the designated disposal Site. The Contractor will be responsible for all costs associated with the removal, transport and placement of said material including current Landfill Disposal charges. In the event that a dispute about what is unwanted material, the Contract Administrator shall be the sole arbitrator and his/her decision is final.