



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 717-2011**

**COLLECTION OF MATERIAL FROM YARD WASTE DEPOTS**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 COLLECTION OF MATERIAL FROM YARD WASTE DEPOTS

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, September 16, 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. SITE INVESTIGATION**

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

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

**B5. ADDENDA**

- B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

**B6. SUBSTITUTES**

- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general

design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.

- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B6.6.3 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B14.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.5, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B14.1(a).

**B7. BID SUBMISSION**

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices;
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely in ink, to constitute a responsive Bid.
- B7.4 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.

B7.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B14.1(a)

B7.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.

B7.7 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:

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

B7.7.4 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.

B7.8 If the Bid is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.

B7.8.5 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

**B8. BID**

B8.1 The Bidder shall complete Form A: Bid, making all required entries.

B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his 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.

B8.2.6 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

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

B8.4.7 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B8.4.8 All signatures shall be original.

B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B8.6 Bids Submissions must be submitted to the address in B7.7.

## **B9. PRICES**

B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.9 Notwithstanding C11.1.1, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B10. QUALIFICATION**

B10.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and



- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

**B10.2** The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

**B10.3** The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

**B10.4** Further to B10.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

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

**B10.5** The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

**B10.6** The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

**B11. OPENING OF BIDS AND RELEASE OF INFORMATION**

**B11.1** Bid Submissions will not be opened publicly.

B11.2 Following the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B11.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

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

**B12. IRREVOCABLE BID**

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

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

**B13. WITHDRAWAL OF BIDS**

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

B13.1.10 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

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

B13.1.12 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Bid until after the Submission Deadline has elapsed;
- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B13.1.12(b), declare the Bid withdrawn.

B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

## **B14. EVALUATION OF BIDS**

B14.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B6;

B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.

B14.4 Further to B14.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B14.4.13 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.

B14.4.14 Further to B14.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B14.4 Further to B14.1(c), the Total Bid Price shall be the lump sum price shown on Form B: Prices.

B14.5 This Contract will be awarded as a whole.

## **B15. AWARD OF CONTRACT**

B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B15.2.15 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Bid is received; or

- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

**B15.3** Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B14 .

**B15.3.16** Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.

**B15.4** Notwithstanding C4.1, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.

**B15.5** The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that they are not necessarily attached to or accompany said Purchase Order.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.

C0.1.17 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)

C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the removal of yard waste and other refuse materials from Eleven (11) depots located throughout the City of Winnipeg, as listed in E6, for the period of October 1, 2011 to November 30, 2013.

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

- (a) "Program" Service (Scheduled)
- (b) "As-Required" Service

#### D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "**Program**" means the seasonal "Leaf It With Us" yard waste depot collection program that operates during the dates as specified in E1.3.
- (b) "**As-Required**" means material collection that occurs outside of the program dates as specified in E1.4.
- (c) "**Yard Waste**" means any organic, plant material.
- (d) "**Refuse**" means non-plant waste and garbage.
- (e) "**Enclosure**" means the drop-off area that is enclosed by temporary steel fences and/or concrete barriers with or without chain link fence.
- (f) "**Debris**" means any material (yard waste or refuse) regardless of size that is inside or outside of a Depot.
- (g) "**Depot**" means the enclosure including an area within a 50 metre diameter of the enclosure.

#### D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Mark Kinsley, C.E.T  
Waste Diversion Technologist III  
The City of Winnipeg  
Water and Waste Department  
Solid Waste Services Division  
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.

D5.2.18 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

**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 two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed

operations cover, to remain in place at all times during the performance of the Work;

- (b) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work;

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 the date specified in C4.1 for the return of the executed 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.

#### **D9. EQUIPMENT LIST**

D9.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List).

### **SCHEDULE OF WORK**

#### **D10. COMMENCEMENT**

D10.1 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.

D10.2 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;
- (iv) evidence of a workplace safety and health program; and
- (v) the equipment list as stated in D9

(b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D10.3 The Contractor shall not commence the Work on Site before October 1, 2011.

### **CONTROL OF WORK**

#### **D11. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

D11.1 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).



**D12. SAFETY**

- D12.1 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.
- D12.2 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.
- D12.3 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 all proper CSA approved safety personal protective equipment is worn by all persons employed on the Work and at all times during the performance of the Work including but not limited to:
    - (i) safety reflective vest;
    - (ii) eye protection;
    - (iii) hearing protection;
    - (iv) safety boots.

**MEASUREMENT AND PAYMENT**

**D13. INVOICES**

- D13.1 Further to C11, the Contractor shall submit a monthly invoice for each order delivered to the Contract Administrator as per D4.1.
- D13.2 Invoices must clearly indicate, as a minimum:
- (a) Company letterhead and contact information;
  - (b) the City's purchase order number;
  - (c) the Contract Bid Opportunity number;
  - (d) date of delivery;
  - (e) delivery address;
  - (f) type and quantity of materials delivered;

- (g) the amount payable with unit prices and GST and MRST shown as separate amounts; and
- (h) the Contractor's GST registration number.

D13.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D13.4 The Contractor must submit to the Contract Administrator, within 7 days of the last collection day of the month, the completed Excel spreadsheet by email, shown in Appendix A, and all scale tickets obtained from Brady Road Landfill.

**D14. PAYMENT**

D14.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution. Payment is based on tonnages recorded at the Brady Road Landfill Scale.

**D15. PAYMENT SCHEDULE**

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.

**D16. ANNUAL REVIEW - INFLATIONARY ADJUSTMENT**

D16.1 The unit prices specified on Form B: Prices will be adjusted on the Contract's first anniversary date, based on the percentage increase or decrease in the unit prices for the Contract year, based on 50% of percentage change in Index "A", plus 20% change in Index "B", plus 15% change in Index "C" according to the Consumer Price Index for the Province of Manitoba.

D16.2 Indices "A", "B", and "C" are as follows:

- (a) Index "A" - All-items Consumer Price Index for the City of Winnipeg (Statistics Canada Reference Table 326-0020)
- (b) Index "B" - Gasoline (private transportation) Consumer Price Index for the Province of Manitoba (Statistics Canada Reference Table 326-0020)
- (c) Index "C" - Average hourly earnings – employees paid by the hour in Truck Transportation for the Province of Manitoba (Statistics Canada Reference Table 281-0029)

D16.3 The calculation of the adjustment will be based on October of the previous year to October of the current year using base line data in January 2012 from the three Consumer Price Indices from D16.2. Nonetheless; the maximum annual adjustment shall not exceed ten percent (10%). In the event of a decrease, the unit prices will remain the same.

D16.4 The indices will be those prepared by Statistics Canada. Since the indices may not be available from Statistics Canada until some time after the adjustment date, the amount adjustment will be retroactive to the adjustment date.

D16.5 The adjustment made on the first Contract Anniversary date will remain in effect until the end of the contract. No further adjustments will be made.

## **WARRANTY**

### **D17. WARRANTY**

D17.1 Warranty is as stated in C12.

**FORM K: EQUIPMENT**  
(See D9)

COLLECTION OF MATERIAL FROM YARD WASTE DEPOTS

<p>1. Category/type: _____</p> <p>Make/Model/Year: _____ Licence Plate No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Licence Plate No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Licence Plate No.: _____</p> <p>Registered owner: _____</p>
<p>2. Category/type: _____</p> <p>Make/Model/Year: _____ Licence Plate No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Licence Plate No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Licence Plate No.: _____</p> <p>Registered owner: _____</p>
<p>3. Category/type: _____</p> <p>Make/Model/Year: _____ Licence Plate No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Licence Plate No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Licence Plate No.: _____</p> <p>Registered owner: _____</p>

**FORM K: EQUIPMENT**  
(See D9)

**COLLECTION OF MATERIAL FROM YARD WASTE DEPOTS**

4. Category/type: \_\_\_\_\_

Make/Model/Year: \_\_\_\_\_ Licence Plate No.: \_\_\_\_\_

Registered owner: \_\_\_\_\_

Make/Model/Year: \_\_\_\_\_ Licence Plate No.: \_\_\_\_\_

Registered owner: \_\_\_\_\_

Make/Model/Year: \_\_\_\_\_ Licence Plate No.: \_\_\_\_\_

Registered owner: \_\_\_\_\_

## **PART E - SPECIFICATIONS**

### **E1. GENERAL**

E1.1 The City operates seasonal depots for the purpose of yard waste collection. Participants drop bagged leaves and grass, brush, logs and branches at the depots. The Contractor shall collect and transfer all material (yard waste and refuse) from the eleven Leaf-it Depots as shown in E6.1, to designated areas in the Brady Road Landfill, in accordance with the requirements hereinafter specified.

E1.2 This Contract is a two-component contract consisting of "Program" collection and "As- Required" collection.

#### **E1.3 "Program Collection"**

E1.3.19 Sites 1-3 as indicated in E6.1:  
(a) October 1 to November 30, 2011  
(b) April 1 to November 30, 2012  
(c) April 1 to November 30, 2013

E1.3.20 Sites 4-11 as indicated in E6.1:  
(a) October 1 to November 30, 2011  
(b) April 1 to June 30, 2012  
(c) October 1 to November 30, 2012  
(d) April 1 to June 30, 2013  
(e) October 1 to November 30, 2013

#### **E1.4 "As-Required" Collection**

E1.4.21 Sites 1-3 as indicated in E6.1:  
(a) December 1, 2011 to March 31, 2012  
(b) December 1, 2012 to March 31, 2013

E1.4.22 Sites 4-11 in Clause E6.1:  
(a) December 1, 2011 to March 31, 2012  
(b) July 1, 2012 to September 30, 2012  
(c) December 1, 2012 to March 31, 2013  
(d) July 1, 2012 to September 30, 2013

E1.5 Further to C7The Contract Administrator reserves the right to add or delete sites; or alter dates to E1.3 and E 1.4 at anytime during the Contract and the Contractor shall be paid the unit price from Form B: Prices.

### **E2. ACCESS HOURS**

E2.1 The depots are open to the public full time for those depots on open parking lots, adjacent to public streets. Sites in Regional Parks are open from 8:00 am to 10:00 pm.

E2.2 The Brady Road Landfill regular hours of operation are as follows:

- |                                     |                |
|-------------------------------------|----------------|
| (a) Weekdays (April 2 - Oct 31)     | 05:30 to 20:00 |
| (b) Weekdays (Nov 1 - April 1)      | 06:00 to 18:00 |
| (c) Saturdays, Sundays and Holidays | 09:00 to 17:00 |

E2.3 The Contractor shall perform the Leaf It Program work between the hours of 7:00 am and 10:00 pm, Sunday to Saturday, including statutory holidays, at depots adjacent to residential properties.

E2.4 The Contractor shall perform the As Required work between the hours of 7:00 am and 10:00 pm, Monday to Friday, not including statutory holidays, unless other wise directed by the Contract Administrator.

### **E3. METHOD OF COLLECTION**

E3.1 During the Leaf It "Program" dates in accordance with E1.3, the Contractor shall clear all yard waste and refuse from the depots a minimum of 3 days per week (Monday, Wednesday and Friday) or as approved by the Contract Administrator, such that program participants are able to drop off their materials easily, and minimize accumulations of materials that could be vandalized or impede traffic.

E3.2 During the "Program" Dates, the contractor may be required to collect yard waste from the depots on a daily basis as directed by the Contract Administrator or described in E3.1. The Contractor may choose to collect all the depots on the same day, or alternate days for each depot.

E3.3 Should the Contractor Administrator deem the collection at any depot as urgent, then the material shall be removed within 24 hours of notification to the Contractor.

E3.4 The Contractor shall monitor the collection sites on a daily basis during the "Program" dates.

E3.5 The Contractor shall collect all the material at each depot before they become full. The depots, with enclosures, shall be considered full when the enclosed area is either full or inaccessible due to deposited material. The unenclosed depots shall be considered full when the area covered by deposited material exceeds approximately 30 feet by 30 feet (9.2 m x 9.2 m).

E3.6 In carrying out 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.

E3.7 All yard waste material shall be collected and deposited at the Brady Road Landfill Compost Facility, or as directed by the Contract Administrator.

- E3.8 All refuse material shall be separated from the yard waste material on site and loaded into separate transfer vehicles and deposited at the Brady Road Landfill Commercial Refuse tipping area.
- E3.9 Both yard waste and refuse material shall be completely removed on the same day. The contractor will not be charged a tipping fee for any material transported from the depots.
- E3.10 Yard Waste or Refuse from any source other than that serviced by this Contract, will not be allowed to be collected along with the Yard Waste or Refuse generated from this Contract.
- E3.11 Every load must be weighed using the scale at the Brady Road Landfill. Individual gross and net truck weights for each load delivered must be obtained. A Landfill Account number for each material type will be provided to the Contractor prior to the first load being delivered.
- E3.12 If the depot enclosures surrounding the material are moved or altered, the Contractor is responsible for relocating them to their original position regardless of who caused the alteration.
- E3.13 The Contractor will be responsible for all damages to enclosures that occur during collection. The Contractor Administrator must be notified of all damages within 24 hours of occurrence. Failure to repair damages will result in City hired repair costs deducted from the Contractor's monthly invoice.
- E3.14 The Contractor shall supply the necessary equipment and personnel to clean each depot of all debris immediately following each collection activity to the satisfaction of the Contract Administrator.
- E3.15 During the "As-Required" dates in accordance with E1.4, the Contractor will be notified by the Contract Administrator of when and where to collect material. The Contractor shall remove all the material as directed by the Contract Administrator within 2 business days in accordance with the specifications within clause E3.1.

#### **E4. EQUIPMENT**

- E4.1 The Contractor shall supply all vehicles, equipment, labour and tools to complete the Work to their discretion throughout the duration of the Contract.
- E4.2 The Contractor shall indicate all the equipment with unit and licence plate numbers (Form K) and crew that will be made available to this program, either on a full-time basis or as back-up on stand by, in order to demonstrate an understanding of the work required. Any changes to the equipment list must be approved by the Contract Administrator prior to use of said equipment.
- E4.3 The Contract Administrator reserves the right to request additional equipment to expedite collection, at no increased cost to the City other than the payment for each additional unit as indicated in Form B: Prices.



**E5. COMMUNICATIONS**

E5.1 The Contractor shall provide and maintain a local Winnipeg telephone number and a cell phone at all times during the dates and times for both components of the Contract and a facsimile machine from 8:30 am to 4:30 pm, not including Saturdays and Sundays and statutory holidays at which orders and/or enquiries may be placed.

E5.2 The Contractor shall provide electronic mail (email) connections and addresses to all designated supervisory staff to be in contact with the Contract Administrator and his representatives.

**E6. LOCATION OF WORK**

**E6.1 Leaf Collection Depots**

<b>SITE</b>	<b>LOCATION</b>	<b>ENCLOSURE</b>
1.Fire Station # 17	1501 Church Ave at Sheppard St (South west corner of parking lot)	Yes
2. St. James Civic Centre	2055 Ness Avenue (North west corner of parking lot)	Yes
3. Vimy Arena	255 Hamilton Ave (South east corner of parking lot)	Yes
4. Assiniboine Park Zoo	2595 Roblin Blvd (West-side Zoo parking lot)	No
5. Winnipeg Soccer Complex	900 Waverley St at Victor Lewis Dr (North west corner of parking lot)	Yes
6. Kilcona Park	Mclvor Ave and Lagimodiere Blvd. (South west-corner of parking lot)	No
7. Transcona Depot	Chrislind St at Ravelston Ave (South end of Parking Lot)	No
8. King's Park	King's Drive and Kilkenny Drive (South parking lot)	Yes
9. St. Vital Park	190 River Road (South parking lot)	Yes
10. Terry Sawchuk Arena	901 Kimberly Ave, East Kildonan (West-side parking lot)	No
11. Kildonan Park	2021 Main Street (Rainbow Stage east parking lot)	No

E6.2 Six of the eleven depots have an enclosed compound during the program dates of the Contract. Each compound will have at least a 6.1 metre (20 foot) wide opening to allow access.

**E7. QUANTITIES**

E7.1 The tonnage of leaves and other organics shown in the following Table are for information only. Quantities of material will be dependent on program participation and the weather conditions experienced. Fall represents October

through November, spring represents April through June 15 and summer represents June 16 through to September 30.

<b>Program Dates</b>	<b>Yard Waste Material Collected All Sites</b>	<b>Collection Method</b>	<b>Average Weight / Load</b>
2004 Fall	3,067 metric tonnes	Refuse Packer Trucks Semi-Trailer Dump Trucks	6.5 metric tonnes 8.1 metric tonnes
2005 Fall	2,346 metric tonnes	Modified Semi-Trailer Dump Trucks	10.8 metric tonnes
2006 Fall	2,559 metric tonnes	Modified Semi-Trailer Dump Trucks	10.9 metric tonnes
2007 Fall	2,856 metric tonnes	Modified Semi-Trailer Dump Trucks	11.2 metric tonnes
2008 Fall	1,700 metric tonnes	Standard Semi-Trailer Dump Trucks	6.5 metric tonnes
2009 Spring	1,400 metric tonnes	Standard Semi-Trailer Dump Trucks	6.5 metric tonnes
2009 Fall	2,230 metric tonnes	Extended Semi Trailer Push Out Trucks	15 metric tonnes
2010 Spring	1,365 metric tonnes	Extended Semi Trailer Push Out Trucks	15 metric tonnes
2010 Summer	1,130 metric tonnes	Extended Semi Trailer Push Out Trucks	15 metric tonnes
2010 Fall	1,862 metric tonnes	Extended Semi Trailer Push Out Trucks	15 metric tonnes
2011 Spring	1,712 metric tonnes	Extended Semi Trailer Push Out Trucks	15 metric tonnes
2011 Summer Jun 16-Aug 31	1,006 metric tonnes	Extended Semi Trailer Push Out Trucks	15 metric tonnes

E7.2 It is estimated that there will be approximately 4,800 tonnes per year of yard waste material during the “Program” dates (2100 tonnes in the fall program, 1500 tonnes in the spring program and 1200 tonnes in the summer program), 75 tonnes per year of yard waste material during the “As-Required” dates and approximately 200 tonnes per year of refuse collected.

**E8. SERVICE STANDARDS**

E8.1 Further to E3, failure to provide service will result in a Service Deficiency. Service Deficiencies are categorized into four categories:

- (a) Collection not occurring at a depot as per approved schedule
- (b) Failure to separate refuse from yard waste and/or the delivery of refuse to the composting facility at Brady Road Landfill
- (c) Failure to provide urgent service within 24 hours of notification
- (d) Material or debris left at a depot, by the Contractor, immediately after collection

E8.2 The Contract Administrator or designate will notify the contractor of said deficiencies, by email, fax, or phone. The Contractor shall remedy all service

deficiencies within 24 hours of receipt, and report back to the City, the time and date when the remedy occurred.

- E8.3 Further to E8.1 (a), E8.1 (b) and E8.1 (c), failure to rectify any service deficiency within 24 hours will result in the Contractor being assessed a penalty of \$600 per occurrence.
- E8.4 Further to E8.1 (d), failure to rectify any service deficiency within 24 hours will result in the Contractor being assessed a penalty of \$300 per occurrence.

