

PART D

SUPPLEMENTAL CONDITIONS

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GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for the Supply and Delivery of Goods*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of the collection and marketing of "all fibre" paper program for various civic offices, in accordance with the requirements hereinafter specified.
- (a) Acceptable material under this program shall be: white bond paper, computer print out paper, self copying paper, boxboard, magazines, window envelopes, fax paper, clean paper bags, coloured bond paper, glossy coated paper, envelopes, newspaper, file folders, recycled paper, catalogues, and directories.
- D2.2 The Contractor shall:
- (a) collect and market recyclable paper collected from various City Offices in a timely fashion by:
- (i) supplying the labour or means of collection for the various locations;
 - (ii) setting a collection schedule for approval of the Contract Administrator for the various locations listed in Appendix A. As a minimum, monthly service will be provided;
 - (iii) supplying the necessary containership to collect the recyclable paper from the source bins and deliver to the central collection locations (e.g., bags or totes);
 - (iv) keeping any collection bins, lock boxes or containers on the exterior of the collection locations and surrounding areas in a clean neat condition.
 - (v) Providing the service between the hours of 6:30 am and 4:30 pm on business days.
- (b) within fourteen days of award of contract, advise the contract Administrator as to the schedule of collection of the recyclable paper in accordance with D2.2(a) for each location and commencement of pick-ups for the locations listed in Appendix A.
- (c) provide the Contract Administrator with monthly payment certificates and a report of the weights collected and the payment/revenue for each location monthly, complete with annual totals;

- (d) exercise the utmost care and discretion in handling the recyclable paper generated by the City Offices, to ensure to the greatest extent possible, that all will be handled in a safe and confidential manner;
- (e) If a new service location is required, the Contract Administrator will notify the Contractor of the new location. The Contractor will extend service to the new location within five business days of receipt of the notice.
- (f) Ensure that the office paper is recycled in an acceptable manner.

D2.3 The City shall:

- (a) supply the recyclable paper containers at the sources (currently "blue box" container approximate size 36cm x 21 cm x 38 cm);
- (b) collect the recyclable paper from the sources and deliver it unsorted in the successful bidder's collection containers to the collection locations for collection on the schedule supplied by the Contractor;
- (c) further to D2.2(a), the City will use and supply black garbage bags at no cost to the successful bidder if acceptable;
- (d) make sure there is clear access to the collection locations for the Contractor's vehicle.

D3. DURATION OF CONTRACT

D3.1 The duration of the contract shall be for a one-year period from June 2, 2004 to June 1, 2005.

D4. DEFINITIONS

D4.1 When used in this Bid Opportunity:

- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (b) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Bids;

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Trevor Sims, P. Eng.
Waste Minimization Coordinator
Solid Waste Services Division
Telephone No. (204) 986-5351
Facsimile No. (204) 774-6729

D6. NOTICES

D6.1 GC.7.05 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

D6.2 GC.7.05 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.

- D6.3 Further to GC.7.05, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.4, D6.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D5.1.
- D6.4 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:
The City of Winnipeg
Chief Administrative Officer Secretariat
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174
- D6.5 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:
The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

SUBMISSIONS

D7. WORKERS COMPENSATION

- D7.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

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) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least five million dollars (\$5,000,000.00) at all times during the performance of the Work and until the date of Total Performance.
- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 The Contractor shall provide the Contract Administrator with a certified true copy or a certificate of insurance of each policy at least two (2) Business Days prior to the commencement of any Work on the Location 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 each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

D9. SECURITY CLEARANCE

D9.1 Each person proposed to perform Work under the Contract within City facilities shall be required to obtain a security clearance by the police service having jurisdiction at his/her place of residence.

D9.2 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement persons are proposed to perform Work, the Contractor shall supply the Contract Administrator with a written security clearance, obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof for each person proposed to perform Work within City facilities.

D9.3 No person for whom a security clearance is not provided, or who has any convictions or pending charges related to property offences or crimes against another person, will be permitted to perform any Work within City facilities.

D9.4 Any security clearance obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.

D9.5 Further to D9.1, the City may, at its sole discretion and acting reasonably, conduct a background investigation, including but not limited to, banking and medical information, for any person proposed to perform Work under the Contract.

D9.6 In addition, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require a records search, and/or perform a background investigation. Any person who fails to obtain a security clearance or background investigation clearance as a result of a repeated records search or a background investigation, shall not be permitted to continue to perform Work under the Contract.

SCHEDULE OF WORK

D10. COMMENCEMENT

D10.1 The Contractor shall not commence any Work until he is in receipt of a Purchase Order 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 that the Contractor is 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;
- (ii) evidence of the workers compensation coverage specified in D7;
- (iii) evidence of the insurance specified in D8;
- (iv) the security clearances specified 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 before June 1, 2004.

D11. TOTAL PERFORMANCE

- D11.1 The Contractor shall achieve Total Performance by July 1, 2005.
- D11.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D11.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

MEASUREMENT AND PAYMENT

D12. PAYMENT SCHEDULE

- D12.1 Appendix A of these Specifications, listing current addresses, is provided for the convenience of the Contractor only. The City reserves the right to revise payment addresses as required by changes in its operations during the term of the Contract.
- D12.2 Each payment must clearly indicate, as a minimum:
- (a) the City's Purchase Order (PO) number;
 - (b) date(s) of Work;
 - (c) location(s) or address(es) of Work;
 - (d) itemized description, quantity and unit price(s) of Work performed;
 - (e) the total amount payable with GST and PST, where applicable, shown as separate amounts; and
 - (f) the City is required to collect and remit GST on the sales of recycled paper. The City's registration number R121682967.
 - (g) and must be received by the City within ten (10) working days of the last calendar day of each month.
- D12.3 The Contractor will submit a payment to the City based on the Price Change Notice outlined in B8.3, and the monthly tonnage collected.