



THE CITY OF WINNIPEG

BID OPPORTUNITY

864-2011

INTEGRATED SOLID WASTE COLLECTION

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 INTEGRATED SOLID WASTE COLLECTION

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, January 17, 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 D5.1.

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

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

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

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

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

B4. ADDENDA

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

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

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

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

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

B5. PROJECT PLAN

- B5.1 The current method for Garbage Collection in the City of Winnipeg is:
- (i) Automated Cart Collection in Zone One B in North West Area. Currently there are approximately 43,000 premises serviced by automated cart Collection of garbage and the manual Collection of Bulky Waste. This Contract is valid until 2017.
 - (ii) Autobin (automated side load) Collection in Zone One A. Currently there are approximately 24,000 premises serviced by Autobin Collection and the manual Collection of Bulky Waste.
 - (iii) Manual Collection of Garbage and Bulky Waste in Zone Two.
 - (iv) Manual Collection of Garbage and Bulky Waste in Zone Three.
- B5.2 The current method for Residential Recycling Collection in all Zones is manual Collection using blue boxes.
- B5.3 The current method for Multi-Family Recycling Collection in all Zones is Semi-Automated Cart Collection using 360 litre carts. The existing service contract is valid until October 31, 2012.
- B5.4 Under this Contract, the City plans to implement Automated Cart Collection service city-wide by October 1st, 2012 with the following timelines:
- (a) April 1st, 2012 to May 30th, 2012 - Zone One A, Autobin area only.
 - (b) August 1st, 2012 to October 1st, 2012 – Zone One B, Zone Two, and Zone Three.
 - (c) November 1st, 2012 – Multi-Family Recycling in all Zones.
- B5.5 Yard Waste, Bulky Waste and Surplus Waste Collection shall commence in all Zones at the same time as cart Collection.
- B5.6 The City of Winnipeg will be issuing separate contracts in 2012 for the following:
- (i) The supply and delivery of automated carts.
 - (ii) The removal of Autobins in Zone One A
- B5.7 Upon award of Contract the City of Winnipeg will supply to the successful Contractor(s) an implementation plan for the delivery of automated carts within the City of Winnipeg.
- B5.8 Upon award of Contract the City of Winnipeg, along with the successful Contractor(s) and the cart supplier will coordinate the implementation of Collection services with cart delivery within all Zones.
- B5.9 Under this Contract the successful Contractor will begin the Collection of materials seven calendar days after the delivery of the carts.

B6. SUBSTITUTES

- B6.1 The Work is based on the materials, equipment, methods and products 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 seven (7) 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 material, equipment, method or product as either an approved equal or alternative;

- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- 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.
- B6.6.1 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.
- 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 price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B14.1, 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, 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
- B7.7.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.
- B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B7.8.2 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.
- B8.2.1 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 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.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

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.

B9. PRICES

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

B9.1.1 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.

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 Prices from Non-Resident Bidders are subject to a 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);
- (d) Equipment delivery schedule relating to commencement dates, and service types.

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>)SPEC NOTE: Identify any additional contract-specific qualification requirements for specialty contracts, e.g., a requirement that the bidder's proposed Supervisor have specific related experience.

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

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 Bids 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 or evaluated prices) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

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, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

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.

B13.1.1 Notwithstanding C21, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B13.1.2 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.

B13.1.3 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 B13.1.3(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.
- (e) costs to the City of administering multiple contracts.

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.

B14.4.1 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.

B14.4.2 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.

B14.5 This Contract may be awarded on the basis of:

- (a) Alternative 1 Award by Section Set Day Cycle; or
- (b) Alternative 2 Award as a Whole Set Day Cycle.

as identified on Form B: Prices. Each alternative will be evaluated in accordance with the specified evaluation criteria.

B14.5.1 Further to B9.1, the Bidder is required to bid on all alternatives.

B14.5.2 The City shall have the right to choose the alternative that is in its best interests.

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.
- B15.2.1 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(s) submitting the lowest evaluated responsive Bid(s), in accordance with B14.
- B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Supply of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of: the Collection and delivery of garbage, recycling, yard waste, surplus waste and Bulky Waste generated from all premises in Winnipeg, described as Zone One, Zone Two and Zone Three, entitled to such services as governed by the current Solid Waste By-law.

D2.1.1 Under this Contract, Zone One A Northwest Area is the Autobin area only. Zone One B Northwest Area is all of Zone One excluding the Autobin area.

D2.2 Under this Contract the City's Volume Standard shall be that each premise receive one 240L garbage and one 240L Recycling cart. Each premise may upgrade to a 360L cart or add an additional 240L cart or add a 360L cart for garbage and recycling service.

D2.3 The Collection of Zone One A and B consists of the North West Area bounded by West of the Red River and North of the Assiniboine River as shown on SWD-D-408

- (i) Shall be the automated cart Collection of all garbage in Zone One A the Autobin area only, and delivered to the appropriate Designated Facilities.
- (ii) Shall be the manual Collection of Bulky Waste in Zone One A the Autobin area only, and delivered to the appropriate Designated Facilities.
- (iii) Shall be the automated cart Collection of all recyclables in Zone One A and B and delivered to the appropriate Designated Facilities.
- (iv) Shall be the manual Collection of Yard Waste and Surplus Waste in Zone One A and B and delivered to the appropriate Designated Facilities.

D2.4 The Collection of Zone Two consists of the East Area bounded by; East of the Red River as shown on SWD-D-408.

- (i) Shall be the automated cart Collection of all garbage and recyclables in entire Zone Two, and delivered to the appropriate Designated Facilities.
- (ii) Shall be the manual Collection of yard waste, Surplus Waste and Bulky Waste in entire Zone Two and delivered to the appropriate Designated Facilities.

D2.5 The Collection of Zone Three consists of the South Area bounded by; South of the Assiniboine River and West of the Red River as shown on SWD-D-408.

- (i) Shall be the automated cart Collection of all garbage and recyclables in entire Zone Three and delivered to the appropriate Designated Facilities.
- (ii) Shall be the manual Collection of yard waste, Surplus Waste and Bulky Waste in entire Zone Three and delivered to the appropriate Designated Facilities.

D3. DURATION OF CONTRACT

D3.1 The Contract shall be for the period from award of Contract until January 31, 2017, with the option of two (2) mutually agreed upon one (1) year extensions.

D3.1.1 The City may negotiate the extension option with the Contractor a minimum of sixty (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on February 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D4. DEFINITIONS

D4.1 When used in this Bid Opportunity:

- (a) **“Automated Collection”** means the emptying of the carts using a fully automated or semi-automated system and does not include the manual tipping of carts.
- (b) **“Bulky Waste”** means any large item that cannot fit into an authorized Collection cart, including furniture, mattresses etc. that is located at a normal service location, or abandoned at a location directed by the Contract Administrator.
- (c) **“Contract Administrator”** means the Contract Administrator as defined in D5.1 or his appointed designate.
- (d) **“Cart”** means a rigid plastic wheeled container as supplied by the City and/or approved by the Contract Administrator;
- (e) **“Collection Container”** means a container (disposable or reusable) approved by the Contract Administrator for use in each program:
 - (i) Automated Collection - 240 litre or 360 litre North American Style Collection cart.
 - (ii) Yard Waste Collection - plastic tubs, metal or plastic cans, cardboard boxes, or Kraft paper bags weighing no more than 34 kgs (including container and contents).
 - (iii) Surplus Waste Collection - plastic or Kraft paper bags.
- (f) **“Collection Cycle”** means Collection occurring on a set day of the week (52 times per year)
- (g) **“Contamination”** means any material that is not considered acceptable within the material type.
- (h) **“Contract Manager”** means a designated senior level employee of the Contractor. See D6.1.
- (i) **“Designated Travel Surface”** means any structural pavement, gravel or mud lane constructed for use specifically for motorized vehicles, as designated by the proper authority of City of Winnipeg.
- (j) **“Designated Facilities”** means Brady Road Waste Management Facility, Material Recovery Facility or other designated waste management sites as determined by the Contract Administrator.
- (k) **“Extra Work”** means area clean ups or other works as directed by the Contract Administrator.
- (l) **“Field Supervisor”** means a designated person to supervise the Work for each contract area. See B1.1.1
- (m) **“Landfill”** means Brady Road Resource Management Facility located at 1901 Brady Road, Winnipeg.
- (n) **“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.
- (o) **“Materials”** means any designated material place out by the user for Collection. This includes garbage, recycling, yard waste as defined in the current Solid Waste By-law.
- (p) **“MRF”** means Material Recovery Facility where the recyclables are to be delivered.
- (q) **“Multi-Family Buildings”** means a building which is zoned for residential occupancy which contains eight (8) or more dwelling units or suites, including rooms or living quarters in a nursing or personal care home, not including a hospital.
- (r) **“PPE”** means personal protective equipment.

- (s) **“Recyclables”** means any material listed in E23 or deemed acceptable by the Contract Administrator
- (t) **“Residential Premises”** means a premise or part thereof, used as a place abode, up to and including seven (7) separate dwelling units, including charitable institutions and places of worship.
- (u) **“RFID”** means Radio Frequency Identification.
- (v) **“Set Day Cycle”**- means each premises receives Collection service on a set day as designated by the Contract Administrator
- (w) **“Semi-Automated Collection”** means the manual retrieval of the carts that are emptied using mechanical tipping device.
- (x) **“Surplus Waste”** means a maximum of three (3) bags of garbage (which is equivalent to 240 litres), set out for Collection, outside of the cart.
- (y) **“User”** means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (z) **“Volume Standard”** means the amount of volume that the Contract Administrator allows each unit to place out for Collection for either Recycling and for Garbage. The minimum standard for Garbage Collection is 240 litres and for Recycling Collection is 240 litres.
- (aa) **“Walk Up Service”** means the Contractor must collect the Collection container from within 2 metres of the customers’ front or back door on their residential premises, and return the Collection container to the set-out location after emptying the recyclables.
- (bb) **“Yard waste”** means grass clippings, leaves, plants, flowers, tree/hedge pruning’s, small branches (no longer than 1 metre (3 feet) in length and 100mm (4 inches) in diameter).
- (cc) **“Zone One A”** is the Autobin area only in the Northwest Area.
- (dd) **“Zone One B”** is all of Zone One excluding the Autobin area in Northwest Area.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Darcy Strandberg, CET
Solid Waste Process Coordinator
109-1199 Pacific Ave Winnipeg, MB R3E 3S8
e-mail: dstrandberg@winnipeg.ca

Telephone No. (204) 986-5108 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D6. CONTRACTOR'S STAFF

D6.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor, and assistants if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.

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

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

- D6.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor, Fleet Manager or Field Supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D7. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

- D7.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- D7.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.
- D7.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

D8. NOTICES

- D8.1 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:
- The City of Winnipeg
Chief Financial Officer
Facsimile No.: (204) 949-1174

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

- D9.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D10. WORKERS COMPENSATION

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

D11. SAFE WORK PLAN

- D11.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least twenty (20) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D11.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D12. INSURANCE

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

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

D12.2 Deductibles shall be borne by the Contractor.

D12.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4 for the return of the executed Contract.

D12.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

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

D13. PERFORMANCE SECURITY

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

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

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

D13.2 The Contractor shall provide the City Solicitor with the required performance security within thirty (30) Calendar Days of notification of the award of the Contract by way of letter of intent

and prior to the commencement of any Work on the Site but in no event later than the date specified in C4 for the return of the executed Contract.

D13.3 Renewal of Performance Security

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

D14. GREEN FLEET

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

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

SCHEDULE OF WORK

D15. COMMENCEMENT

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

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

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D9;
 - (ii) evidence of the workers compensation coverage specified in C6.16 and D10;
 - (iii) evidence of the Safe Work Plan specified in D11;
 - (iv) evidence of the insurance specified in D12;
 - (v) evidence of the Performance Security specified in D13; and
 - (vi) evidence of the Green Fleet Plan specified in D14.
- (vii) The Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D15.2.1 Start dates of each zone/locations will be as listed in B5.4 and must be approved by the Contract Administrator.

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

D16.1 Further to C6.23, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D17. SAFETY

D17.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

D17.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.

D17.3 The Contractor shall do whatever is necessary to ensure that:

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

MEASUREMENT AND PAYMENT

D18. PAYMENT

D18.1 Further to C11, payment shall be in accordance with the following payment schedule:

- (a) Payments to the Contractor for Collection will be made following the end of each month based on a certificate prepared by the Contract Administrator indicating the number of units for each payment item in Form B: Prices. Month end payments will be on the basis of one-twelfth (1/12) of the annual tendered unit price for each payment item collected fully or added to the Collection list during the previous month (excluding Collection of yard waste and Bulky Waste). In balance, no compensation will be applied for payment items deleted at any point during the previous month.
- (b) Payments to the Contractor for the Collection of yard waste will be made following the end of each month based on a certificate prepared by the Contract Administrator indicating the number of units as per Form B: Prices.
- (c) Payments to the Contractor for the Collection of Bulky Waste will be made following the end of each month based on a certificate prepared by the Contract Administrator as per Form B: Prices. Month end payments will be on the basis of one-twelfth (1/12) of the annual tendered unit price.
- (d) Payments to the Contractor for the Collection of surplus waste will be made following the end of each month based on a certificate prepared by the Contract Administrator indicating the number of units as per Form B: Prices.
- (e) The Contractor will be allowed a thirty (30) day period after any payment certificate is initiated by the Contract Administrator for objection to the quantities therein, with such statement of objection, in writing, to be accompanied by a location pickup list showing the Contractor's quantity considerations. The decision of the Contract Administrator will be final following a review of such objection.

D18.2 Manual Collection

D18.2.1 Payments will be made for the following Collection service categories defined on Form B: Prices, as "Items".

- (a) For each residential and multi-family dwelling, small commercial, places of worship, and charitable institutions for the removal of all yard waste (bi-weekly) on a five-day cycle basis at the tendered price for each metric tonne collected.
- (b) For each residential and multi-family dwelling, small commercial, places of worship, and charitable institutions for the removal of all authorized Bulky Waste on a five-day cycle basis at the tendered price for each location.

- (c) For each residential and multi-family dwelling, small commercial, places of worship, and charitable institutions for the removal of all authorized surplus waste on a five-day cycle basis at the tendered price for each location.
- (d) For each residential and multi-family dwelling, small commercial, places of worship, and charitable institutions for the removal of all authorized extra work on a five-day cycle basis at the tendered price for each hour.

D18.3 Cart Collection

D18.3.1 Payments will be made for the following Collection service categories defined on Form B: Prices, as "Items". (Note: All Collections are to be by automated cart Collection in accordance with E5.

- (a) For each residential premises, places of worship, and charitable institutions for the automated Collection of all garbage and recycling, once-per-week, based on a five-day cycle at the tendered price per year for each location.
- (b) For each Multi-family dwellings, for the automated Collection of all garbage and recycling, once-per-week, based on a five-day cycle at the tendered price per year for each location.
- (c) For each Multi-family dwellings, for the automated Collection of all garbage and recycling, twice-per-week, based on a five-day cycle at the tendered price per year for each location.
- (d) For each Multi-family dwellings, for the automated Collection of all garbage and recycling, five times-per-week, based on a five-day cycle at the tendered price per year for each location.
- (e) For each residential premises, for the Collection of additional/upgrade of carts at the tendered price per year for each location.
- (f) For each residential location designated for special Walk-up service at the tendered price per year for each location.

D18.4 Payment shall be in Canadian funds net twenty-one (21) Calendar Days after conclusion of the previous month's Work.

D18.5 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D19. ANNUAL REVIEW – INFLATIONARY ADJUSTMENT

D19.1 The unit prices specified on Form B: Prices will be adjusted on September 1, 2013 and annually on September 1 of subsequent years based on the percentage increase or decrease in the unit prices for the Contract year, based on 50% of percentage change in Index "A", plus 20% change in Index "B", plus 15% change in Index "C". Nonetheless; the maximum annual adjustment shall not exceed 10%.

D19.2 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" – Diesel Fuel Consumer Price Index for the City of Winnipeg (Statistics Canada Reference Table 326-0009)
- (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)

D19.3 Indices "A", "B", and "C" will be those prepared by Statistics Canada. As some of the indices are not available from Statistics Canada until sometime after the adjustment date, the amount of adjustment will be retroactive to the adjustment date.

FORM H1: PERFORMANCE BOND
(See D13)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

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

_____ dollars (\$_____)

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

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

BID OPPORTUNITY NO. 864-2011

INTEGRATED SOLID WASTE COLLECTION

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

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

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

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

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

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

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

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

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 864-2011
INTEGRATED SOLID WASTE COLLECTION

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

(Name of Contractor)

(Address of Contractor)

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

_____ Canadian dollars.

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

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

Partial drawings are permitted.

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

(Address)

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

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

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

(Date)

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

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

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

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
SWD-D-408	Dwelling Unit Counts and Multi-Family Residential

E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

E2. CONTRACT QUANTITIES

E2.1 The quantities shown in Form B are estimates and are for comparison purposes only. The quantities shown on drawing SW-D-408 are estimated potential numbers (service location) as of November 2011.

E2.2 The attached Appendices A to D are the current breakdown of locations as of November 2011. Appendix F is historic quantities collected for Bulky Waste for each Zone. Quantities shown in Form B for Yard Waste are estimates for each Zone and are to be used as information only.

E2.3 The unit prices shall be payment in full for the annual Collection and transportation of materials to the Designated Facilities as identified for each separate service delivery to a defined premises type. For payment purposes only, all residential, small commercial, charitable institutions, and places of worship between one and seven units in size shall be considered as a single Collection point or location. Multi-Family units, eight units and over, will, for the purposes of payment under this Contract, be considered as a single Collection point or location.

E2.4 The Contractor shall note that Form B: Prices indicates an estimated number of units as of November 30, 2011. These figures are approximate only and are to be used only for purposes of comparison of bids. An updated dwelling count will issued to the Contractor in March 2012, and is not expected to deviate much from the total presented herein. Payments will be based on quantities serviced, as certified monthly by the Contract Administrator.

E2.5 Collection services shall be extended to all new locations, and will be paid accordingly. Collection services shall cease, and payment quantities reduced accordingly, whenever demolition, abandonment or other circumstances cause termination of Collection services at a location.

E2.6 All such changes shall be carried out when directed in writing by the Contract Administrator. Should any service deletions occur that are not identified by the Contract Administrator, they shall be reported by the Contractor. Where they fail to be reported, payment for that premises for the period for which the service was not provided will be deleted as determined by the Contract Administrator.

E2.7 The Contractor shall note that customers have the right to use or reject Collection services arranged through the City, and therefore the City cannot guarantee the actual number of locations under this Contract. Also, the Contract Administrator may designate the type of Collection to be used, which may cause an increase or a reduction in the number of locations served.

E3. IMPLEMENTATION PLAN

- E3.1 At least thirty (30) calendar days after receiving notice of award and prior to the commencement of Work, the Contractor shall provide the Contract Administrator with:
- (a) A complete list of the Sub-Contractors whom the Contractor proposes to engage.
 - (b) Information regarding the location, ownership, size and intended purpose of all facilities proposed by the Contractor to be used for the Work, including but not limited to the offices, fleet storage yard and vehicle maintenance facility that will be used by the Contractor.
 - (c) A detailed implementation plan and schedule related to the effective implementation of the Contract. This implementation plan will be used to coordinate with the cart delivery contract. The implementation plan will describe the start-up of the required Collection services in the Collection areas, and be tied to the Collection schedule. The implementation plan must include, but not be limited to:
 - (i) A schedule for the delivery of Collection vehicles.
 - (ii) A schedule for the hiring and training of staff .
 - (d) A detailed Collection plan by Collection cycle, for each type, for each zone. The Collection areas are to be based on the housing counts within each Collection zone.
 - (e) GPS, RFID system/equipment specifications including make and model of equipment.
- E3.2 At least sixty (60) calendar days after receiving notice of award and prior to the commencement of Work, the Contractor shall provide the Contract Administrator with:
- (a) A complete list of the equipment which the Contractor proposes to utilize including the number and types of vehicles and equipment to be delivered, including (but limited to) make, model, year, and capacity as well as the vehicle and equipment delivery dates.
 - (b) Collection route maps and a route schedule providing information on the Collection vehicle and route assignments applicable for the Contract in the format requested by the Contract Administrator;
 - (i) The City will provide the base map in electronic data format to the Contractor at the same time as notice of award. Submission of Route maps in electronic format is required.
 - (c) A detailed staff plan that shall contain information on staffing levels for the operations and shall include at a minimum: position, name of employee and work experience for supervisory and office staff, numbers and types of positions for all operating staff, i.e. drivers, throwers, full-time, part-time, permanent, temporary, union, non-union.
 - (d) A work plan that shall include, but not be limited to:
 - (i) A staff training plan including procedures for orientation of Collection personnel including route familiarization, public relations, safety and customer service training and coordination/cooperation with City staff.
 - (ii) Emergency and Contingency Response plan to deal with labour disruptions and emergency situations;
 - (iii) Spill containment and response plan;
 - (iv) Customer service procedures and training documents;
 - (v) Equipment maintenance plans;
 - (vi) Material handling procedures (e.g. procedures for handling materials during cold or hot weather, procedures for handling materials on windy days);
 - (vii) Procedures for addressing service delays; and
 - (viii) Claims procedure.
 - (e) The Contractor shall provide the Contract Administrator with a final list of all equipment, including the vehicle tare weights, license plates and vehicle identification numbers, to be used in the execution of this Contract, at least fifteen (15) calendar days prior to Commencement of the Work.

E4. EQUIPMENT

E4.1 Equipment listed in E3.2 and subsequently approved by the Contract Administrator, shall not be used to collect materials outside this Contract.

E4.2 Fuel Consumption Reporting

E4.2.1 The City intends to track and report on total greenhouse gas production by vehicle use by both City operations and City contracted services. The Contractor will report accurate quantities of each type of fuel consumed for the fulfillment of this Contract between January 1st and December 31st of each calendar year, to be submitted no later than March 1st of the subsequent year to the Contract Administrator. The following items shall be summarized for all required service vehicles associated with this Contract in the report:

- (a) Total fuel use (in litres) for each fuel type consumed;
- (b) Total vehicle usage (in hours), sorted by fuel type;
- (c) Simple calculation of average fuel efficiency (in litres/hour) sorted by fuel type;
- (d) Composition of each fuel type (e.g. Average percentage of biodiesel and ethanol, volume of compressed natural gas (CNG));
- (e) Total number of vehicles, sorted by weight class and fuel type.

E5. COLLECTION VEHICLES - GENERAL

E5.1 The Contractor shall ensure that all Collection equipment and vehicles comply with all Federal, Provincial and Municipal government acts and regulations.

E5.2 The Contractor is responsible for determining the appropriate number and type of vehicles and equipment to perform 100% of the Work requirements.

E5.3 The Contractor shall at all times, supply, operate and maintain a sufficient number of vehicles with operators to properly provide the Work.

E5.4 The Contractor shall maintain all vehicles and equipment in mechanically sound condition to fully comply with all applicable laws. The Contractor will be responsible for the maintenance of all vehicles needed for the work, and shall produce valid Certificates of Inspection as required from time to time by authorized agents of the Province of Manitoba or other authorized agencies upon request of the Contract Administrator. All expenses incurred from these inspections will be the sole responsibility of the Contractor. The Contractor shall pay for all fines for violations.

E5.5 To ensure equipment suitability for effective Contract performance throughout the duration of the Works, vehicles and equipment used in the performance of these Works shall be new. New vehicles and equipment shall be considered any vehicle or piece of equipment with less than 240 hours on the engine where an engine meter is present. For all other vehicles or pieces of equipment, new shall mean having never been used for any active purposes.

E5.6 Notwithstanding E5.5, to expedite the implementation of service in Zone One A – Autobin area only, the Contractor may utilize older vehicles in the performance of these Works until such time when new vehicles can be obtained; but no longer than six months after the start of the Contract. All costs associated shall be borne by the Contractor.

E5.7 Further to E5.6, in the event that the delivery of vehicles as described in the implementation plan is delayed, the Contractor may use older vehicles to meet the implementation start up dates. The older vehicles must be replaced as the new vehicles become available. The replacement plan must be approved by the Contract Administrator and all costs associated shall be borne by the Contractor.

E5.8 Further to E5.6 and E5.7, the temporary older vehicles are not required to be equipped with the GPS-AVL requirements described in E5.19.

- E5.9 The Contractor must have a spare vehicle ratio of 10% (rounded up to the nearest whole number) of the total fleet, and spare Collection vehicles must not be older than 3 (three) years old at the commencement of the contract and must not be older than 8 (eight) years old at anytime during the normal contract term. All spare vehicles shall be equipped with GPS-AVL as described in E5.19.
- E5.10 Collection vehicles shall be properly constructed, maintained, and sufficiently enclosed to prevent or eliminate the depositing of any debris onto the streets during the performance of the Contract.
- E5.11 The Contractor may use two-stream vehicles to co-collect multiple material streams. In the event that two-stream Collection vehicles are used for the work, the two-stream vehicles shall be designed to ensure that the truck compartments separate the waste streams and prevent the mixing of materials.
- E5.12 Each Collection vehicle shall carry sufficient hand-tools (e.g. brush, broom and shovels) to clean up any debris that may have been dropped or spilled by the Contractor.
- E5.13 The Collection fleet shall include vehicles capable of providing service to all front streets, back lanes, and service roads without causing damage.
- E5.14 The Contractor's fleet must have Collection vehicles that are capable of manoeuvring through all widths of Right-of-Ways in the Collection area, and at all times, the vehicles must remain on designated travel surfaces in all weather conditions. This includes conditions during winter when snowplowing and/or snow accumulations reduce the width of the traveling surface or change the physical location of the traveling surface. Snow on roadways will be cleared in accordance to the City of Winnipeg, Snow and Ice Control Operations Manual.
- E5.14.1 If a Collection vehicle cannot safely manoeuvre on a narrow street/lane without causing property damage, the Contractor will be required to service the area with a smaller Collection vehicle. The Contract Administrator shall be the sole arbitrator of this change in service and his/her decision is final. All costs associated with this change in service will be borne by the Contractor.
- E5.14.2 Further to E5.13, in the event of damage occurring during service, the Contractor is 100% responsible for repairs and associated costs to repair the damage to a condition that is acceptable to the satisfaction of the Contract Administrator.
- E5.15 Letters and numbers used for identification purposes must be a minimum of twenty-five centimetres (25 cm) in height and positioned in such a manner as to be clearly visible when viewed from both sides and rear and front of the Collection vehicle(s).
- E5.16 The Contract Administrator may also require the Contractor to affix signs on each side and/or the rear of each Collection vehicle that proclaim messages of public interest or promote any aspect of solid waste/recycling programs being carried on by the City of Winnipeg. Said signs shall be paid for and supplied by the City. The City shall be responsible for all costs associated with affixing the signs to each Collection vehicle in a manner and position acceptable to the Contract Administrator.
- E5.17 Notwithstanding any other legislation or regulation, the Contractor shall keep the Collection vehicle in a clean and presentable condition and free from any visible rust and damage. Any visible rust or damage shall be repaired within 20 Calendar days of notification. All costs associated with repairs will be borne by the Contractor.
- E5.18 The electronic equipment on each vehicle should include, but not limited to cameras, GPS devices, RFID readers, and monitors that are capable of functioning in extreme temperatures of -40C to +60C, except as identified in E7.2.
- E5.19 GPS-AVL Requirements

- E5.19.1 The Contractor shall supply all Collection vehicles with GPS-AVL (Global Positioning System-Automated Vehicle Locator) hardware, software, and manuals necessary to operate the system.
- (a) The equipment will be provided by the Contractor, which will retain ownership throughout the Contract by the Contractor. All maintenance, installations, and removals will be paid by the Contractor.
 - (b) The GPS-AVL equipment must be tamper resistant, durable, and rugged in design.
 - (c) The GPS-AVL equipment must operate using the vehicle's power source and should be wired to power-on automatically upon vehicle ignition. Operator interaction must not be required.
 - (d) The City will be using the GPS-AVL technology for quality assurance and Contract administration.
 - (e) The GPS-AVL/GPS system and associated web-based application must be completed and running by the beginning of the Collection Work of the Contract.
 - (f) Sign off by City staff will occur once all requirements have been tested and met.
- E5.19.2 GPS-AVL Software Requirements
- (a) The Contractor shall provide a secure web-based service that the City will be able to use to retrieve cart pickup data. This data will include a record of each garbage cart and recycle cart that was emptied as well as a record of any address that did not have its carts out or address where the Contractor could not empty the carts.
 - (b) The web service will provide a method where by the City will specify a specific date and receive back a .CSV formatted text file containing the following data for each pickup and unserviceable locations recorded on that date:
 - (i) Event identification number – A primary key that uniquely identifies this specific data sample row across all rows collected across multiple days.
 - (ii) Location coordinates – Expressed in UTM Nad83 Zone 14 North
 - (iii) Cart RFID – If available
 - (iv) Date and time of the event – Following the format YYYYMMDD HHMMSS
 - (v) Exception code – Numeric code used for describing an exception such as "cart blocked, cannot pickup.
 - (c) The web service will provide a method where by the City can specify a specific event identification number (see data file format) and retrieve the related photograph/video. It would be preferable for the Contractor to provide video capture capability but photograph capture capability is acceptable
 - (d) The Contractor shall provide a secure web based application to view the location and event data and provide the City access to it. The service and data transmission cost will be the responsibility of the Contractor.
 - (e) The City will provide the initial GPS-AVL requirements and data retrieval format requirements to the Contractor. The data shall include, but not be limited to:
 - (i) Arrival at, and departure from, each stop on the route
 - (ii) Arrival at/exit from home site
 - (iii) Time spent on route
 - (iv) Speed and direction of vehicle
 - (v) Idle times
 - (vi) Stops
 - (vii) Vehicle arrival at, and departure from, the Designated Facilities
 - (viii) Time spent at the Designated Facilities
 - (f) Truck activities are to be time and location stamped.
 - (g) The system must automatically and accurately collect the time and location of every identified event.

- (h) Location data must be provided in UTM Nad83 Zone 14 North format
- (i) Position data is to be collected in one (1) minute intervals, with event data collected on change.
- (j) The Contractor must guarantee complete back up of all GPS/AVL data within the past 12 months and the ability to recover data lost due to system failures.

E5.19.3 The equipment shall include the necessary hardware and software to allow an operator to indicate one to six pickup exception codes with one press/touch. This exception will be tied to the current GPS location and be included in the data file referenced in E5.19.2(b)

E5.19.4 GPS-AVL Maintenance Requirements

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

E5.19.5 GPS-AVL System and Web-Based Application Requirements

- (a) At a minimum, the GPS/GPS-AVL system and associated secure web-based application are required to:
 - (i) Monitor both current position and route progress (tracking) via on-screen display of position and/or path on a secure web-site to which the City will be granted access
 - (ii) Display vehicle movement, identify and show the position of the vehicle every one (1) minute
 - (iii) Display any number, category (i.e., Recycling, Garbage, Yard Waste etc.) or all of the fitted vehicles in live or playback modes
 - (iv) Record and report distances traveled by vehicles on any given day and total distances since the vehicle became operational
 - (v) Report and record the speed traveled by the vehicles
 - (vi) Allow the City to independently assign labels and add or remove vehicles from the display
 - (vii) Allow the City to add and subtract any number of landmark icons on the display by turning existing layers on and off
 - (viii) Indicate the direction of travel of each displayed vehicle
 - (ix) Provide vehicle location by street address and GPS coordinates
- (b) The base map on the web-based application should include municipal boundaries and receive an update of road maps at least once every two (2) years.
- (c) The web-based application should have the following, but not be limited to, basic functions:
 - (i) Zoom in
 - (ii) Zoom out
 - (iii) Pan
 - (iv) Previous extent
 - (v) Identify
 - (vi) Selection by rectangle
 - (vii) Print
 - (viii) Help
 - (ix) Searches: map an address, map an intersection, quick search; i.e. find a road

- (x) Layer list
- (xi) Legend
- (xii) Reset map
- (xiii) Reporting

E5.19.6 Web Application Tools

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

E5.19.7 Vehicle Toolsets

- (a) Vehicle Listings
 - (i) The standard structure of the data tab can be used: i.e., a folder for each vehicle grouping (with the individual vehicles listed in each folder when it is expanded) to make layers visible for either the vehicle grouping or one or more individual vehicles in various groupings. When made visible (or on initial load), the last position for each visible vehicle will be displayed. When the user selects refresh or based on Auto-refresh, the real time location of the visible vehicles will be updated (if they are in the map window extent).
- (b) Vehicle Selection
 - (i) A separate pull-down list of vehicle groupings with individual vehicle(s) by vehicle number that appears on the vehicle. The user shall be able to select all of one category (i.e., Recycling, Garbage, Yard Waste) or one or more individual vehicles by number on the vehicle. 'Select All/Deselect All' button should be included. The vehicles should also be selectable by drivers name, type, number and area served.
- (c) Find Vehicle on Map
 - (i) The user should have the ability to zoom to a selected vehicle — the vehicle should be labelled on the map. If tool tips are not used, a label (or small dialogue box) which contains the latest vehicle information should be added. The user should have the ability to zoom to an area – the vehicles in that area should be visible and labelled on the map. If tool tips are not used, a label (or small dialogue box) which contains the latest vehicle information should be added.
- (d) Latest Vehicle Information
 - (i) The user should have the ability to determine the latest vehicle information. The fields will include Vehicle, Speed, Heading, Last Reported Event and Day/Time of Last Reported Location.
- (e) Update Real Time Location
 - (i) Acts as refresh for a selected vehicle and provides Latest Vehicle Information.

E5.19.8 Map Playback Tool – Positions and Vehicle Events

- (a) This tool enables you to obtain a history of a vehicle's location and basic events based on history criteria that the user determines. Vehicle position history (playback) should display the selected vehicle with an arrow icon, and the basic vehicle events with appropriate symbols.

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

E5.19.9 Proximity Toolsets

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

E5.19.10 Miscellaneous Functions

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

E5.19.11 Reporting Functions

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

E5.19.12 Vehicle Activity Summary

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

E5.19.13 Training Requirements

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

E5.19.14 GPS-AVL Data Storage Requirements

- (a) Data storage and data access
 - (i) Event data must be stored and accessible for 12 months.
 - (ii) Location data must be stored and accessible for 12 months.
 - (iii) Units must have the ability to store data information when the communication network is unavailable (stored data would be sent once the network was available).
 - (iv) After 12 months, the Contractor shall send event and location data to the City for storage on their system, in an agreed upon file format.
 - (v) The City reserves the right to request a download of the data, at anytime.
- (b) The Historical Data Retrieval features will have the following:
 - (i) The system must automatically log all stops with vehicle identification, time stamp, location and specified driver inputs, in a format readily suitable for importing to a common database program.
 - (ii) The data shall be available for no less than 12 months in the software interface.
 - (iii) The system shall be capable of replaying individual vehicle movements and status for any specified snapshot in time.
 - (iv) The system should be capable of showing vehicles in a defined area (zooming in) on the map on any given day to view the vehicles in that area.
 - (v) The system must perform various pre-defined and ad-hoc queries to analyze equipment performance and verify route completion where real-time information is not required.
 - (vi) The system must perform pre-defined, selectable queries to filter equipment by activity and display on appropriate map layer, in order to verify work performed.
 - (vii) The system must perform various ad-hoc queries on all equipment sensors
 - (viii) The system must playback the path of a vehicle on-screen, for a selectable time period.
 - (ix) All query results are displayed on-screen and allow formatted printing of both tabular data and mapped data.

E5.20 Over the duration of the Contract, should innovations produce technology that can enhance the Collection program, the City reserves the right to install said devices on each Collection vehicle. The cost of the supply and installation of said equipment will be borne by the City.

E6. COLLECTION VEHICLES- AUTOMATED

E6.1 Collection vehicles must be equipped with a mechanical lift mechanism, and must be capable of dumping a cart and replacing a cart to its original location without damage to the cart. Lift

mechanism must be capable of picking up and dumping carts past any reasonable obstructions or parked vehicles.

- E6.2 Automated Service must be provided so that the mechanical arms operate in such a manner that does not contact any structures on private or public property, during all weather conditions. In the event of damage occurring during service, the Contractor is 100% responsible for repairs and associated costs to repair the damage to a condition that is acceptable of the Contract Administrator.
- E6.3 Each Collection vehicle shall be equipped with a RFID reader device that has a common program format that will be made available to City of Winnipeg. This RFID reader device will be compatible with "EPC Class 1 Gen 2" and "ISO 18000-6c" RFID tag standards and be capable of reading 24 digit Tag ID.
- E6.4 Each Collection Vehicle shall be equipped with a video monitoring system. The camera(s) and monitor shall be mounted in such a way that allows the operator to inspect the contents of each cart load. The system must record all photos/videos and must store the information in a common video/photo file format. The system shall be compatible with the RFID reader device and/or the GPS device.
- E6.5 The Recycling Collection vehicles must not compact the Recyclable Materials greater than the approximate materials density of 200kg/m³. The City's preference for the maximum materials density rate is approximately 150 kg/m³ to 200kg/m³. Audits will be performed periodically for the duration of the Contract to verify the compaction ratio.

E7. COLLECTION VEHICLES- MANUAL

- E7.1 The Contractor shall keep any vehicle used for Collection clean and free of any debris or contamination prior to the Collection of yard waste.
- E7.2 Vehicles used for manual Collection are required to have GPS-AVL units only as identified in E5.19.

E8. COLLECTION METHOD - GENERAL

- E8.1 Point of service at each location will be the same for all materials; if a back lane is present, service will be from the back lane, otherwise Collection will occur from the front street. The Contract Administrator reserves the right to alter the point of service.
- E8.2 The hours of Collection shall be between 7:00 a.m. and 6:00 p.m. In the cases of unusual delay, emergency or equipment breakdown, the Contractor may extend the hours of Collection accordingly, provided that the Contractor reports any deviation from the schedule to the Contract Administrator. In any event, the Contractor may not start earlier than 7:00 a.m. or carry out Collections past 10:00 p.m.
- E8.3 The Contractor shall immediately notify the Contract Administrator or designate whenever peak period excesses or equipment breakdowns occur that are likely to generate delays in the regularly provided Collection service. The Contract Administrator shall be advised as to the Contractor's plans to correct this delay in service.
- E8.4 Once the reusable Collection containers are emptied, the Contractor shall place them back to their original location. The Contractor shall not damage, misuse or permanently remove any reusable Collection containers.
- E8.5 The Contractor must report to the Contract Administrator, at the end of the Collection day, the damage, or removal of any reusable Collection containers. The City shall repair or replace said containers at its discretion. All costs associated with the repair, supply, and delivery of replacement containers will be borne by the Contractor. In the event of a dispute about what is or is not damage, the Contract Administrator shall be the sole arbitrator and his/her decision is final.

- E8.6 The Contractor shall cleanup any spillage created during Collection, including leakage from the Contractor's equipment. The cleanup of any spillage will be considered incidental to the Contract and no additional payments will be made for any such work.
- E8.7 Further to E8.5, the Contract Administrator reserves the right to authorize or undertake the cleanup, should the Contractor, in the opinion of the Contract Administrator, fail to respond in a timely manner or satisfactorily clean up the spillage. All costs incurred by the Contract Administrator for said work will be charged to the Contractor
- E8.8 In the case of a fire occurring in a Collection vehicle and where the Contractor is forced to dump the load at a location other than the designated facility, the Contractor shall be responsible to clean up the spillage as soon as the fire is extinguished.
- E8.9 Where the Contractor receives notice of a missed area, street or partial street prior to 4:30 pm the Contractor shall collect the missed area(s) prior to the end of the same working day. After 4:30 pm, if 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 on the subsequent day. Failure to do so will result in a penalty as per Clause E28.7. Where the Contractor does not respond accordingly, the City reserves the right to carry out such Collections. All costs associated with such Collections will be the responsibility of the Contractor.
- E8.10 In carrying out of the work, or any portion thereof, the safety and convenience of the public must always be considered and provided for by the Contractor. The Contractor must not obstruct any street, thoroughfare or sidewalk to any greater extent than is absolutely necessary during service.
- E8.11 Materials collected from any location other than those serviced by this Contract will not be allowed unless approved in writing by the Contract Administrator.
- E8.12 The Contract Administrator may request the Contractor to affix a non-compliance notice (supplied by the City) to the Collection containers when participants use unacceptable Collection containers, use non-compliant placement of containers or any other infraction designated by the Contract Administrator. The Contractor shall notify the Contract Administrator at the end of the Collection day those locations that are non-compliant.
- E8.13 The Contractor will affix a non-compliance notice to the Collection containers when:
- (a) Unacceptable materials are observed in the container prior to loading;
 - (b) After unloading the contents into the truck, the operator observes unacceptable materials present; or,
 - (c) After unloading the contents into the truck, materials are remaining in the cart.
- E8.14 The non-compliance notice will indicate a number of reasons why the material was left uncollected. The Contractor shall complete the non-compliance notice by identifying the appropriate reason why the collectibles were left.
- E8.15 Failure to complete and affix a non-compliance notice in the appropriate situation may result in a "service deficiency" under E28
- E8.16 The Contractor is not required to collect, remove or transport any hazardous materials as defined in the Solid Waste by-law. Any inadvertent Collection of hazardous material shall be the sole responsibility of the Contractor.
- E8.17 All materials set out for Collection and/or collected are the property of the City of Winnipeg and the City shall have exclusive rights to the material collected. Scavenging by the Contractor's employees or agents hired to perform duties under this Contract, shall not be permitted at any time.

E9. COLLECTION METHOD - AUTOMATED

- E9.1 Automated carts shall be collected using fully-automated or semi-automated Collection vehicles.
- E9.2 The Contractor will be required to service all carts set out for Collection but is not required to collect any material set outside the cart not withstanding Surplus Waste and Bulky Waste as defined in E16 and E17.
- E9.3 The Contractor shall make every reasonable effort to service carts that have no obstruction immediately between cart and Collection truck. Extra material and/or additional carts are not considered obstructions.
- E9.4 Carts that have visible contamination prior to dumping must not be collected. A non-compliance notice must be affixed to the cart, and a record of locations must be provided to the Contract Administrator at the end of the Collection day.
- E9.5 Using the video monitoring system, the Contractor will be required to monitor the contents of each cart for contamination. In the event that a cart contains obvious contamination, the Contractor must record the address and a photo/video of the contents, and provide to the Contract Administrator as per clause E9.4
- E9.6 If, during the Collection of materials, a cart is inadvertently lost in the service vehicle, the Contractor must make every effort to retrieve it. If the cart cannot be retrieved, the Contractor shall record the location, and provide the location to the Contract Administrator at the end of the Collection day. All costs associated with replacement of the cart will be the responsibility of the Contractor. Failure to notify the City is considered a service deficiency and is subject to E28.2

E10. COLLECTION METHOD - MANUAL

- E10.1 The Contractor shall manually collect all Yard Waste, Surplus Waste, and Bulky Waste placed out for Collection. The Contractor shall not collect any material that is not in accordance to D4.1(d)
- E10.2 In the event that a dispute about what is and is not acceptable material, the Contract Administrator shall be the sole arbitrator and his/her decision is final.
- E10.3 The Contractor shall service only containers in accordance to D4.1(e).
- E10.4 Seasonal peak volumes may occur and it will be the Contractors responsible to provide sufficient Collection vehicles and labour to handle all materials placed out for Collection under this Contract. All costs associated with the supply of any additional equipment or labour will be borne by the Contractor.
- E10.5 Where containers are deemed by the Contractor to be dangerous to handle or structurally unsound so as to impede a reasonable, safe Collection operation, the container may be left uncollected and shall be tagged in accordance with E8.12.

E11. RESIDENTIAL LOCATIONS WITH ONE TO SEVEN UNITS

- E11.1 The City shall provide a 240 L cart to each premise to meet the Volume Standard, however in Residential Locations with two to seven units, the Contract Administrator may provide fewer number of 360 L carts in lieu of the 240 L carts. Payment will be based per location as described in Form B: Prices.
- E11.2 The Contract Administrator has the right to upgrade the Volume Standard at each premise upon request from the customer. The upgrades are based on the following standards:
- (a) Additional 240 L cart
 - (b) Upgrade to a 360 L cart
 - (c) Additional 360 L cart

It is estimated that 2% of residences may upgrade their service or request additional carts. Payment will be based per location as described in Form B: Prices.

E12. MULTI-FAMILY PREMISES – EIGHT UNITS OR MORE

E12.1 The Contract Administrator may provide fewer number of 360 L carts in lieu of the 240 L carts, but in no case will the volume exceed the equivalent service standard per unit per location. Payment will be based per location as described in Form B: Prices.

E12.2 For the purposes of this Contract, Multi-Family Buildings, as indicated in the Appendices, may be serviced with various numbers of carts.

E12.3 Under this Contract the Contractor shall be required to service all locations. The Contractor may be required to enter private property and service the carts using a semi-automated pick up method.

E13. SMALL COMMERCIAL LOCATIONS

E13.1 The Volume Standard applies to Small Commercial Locations. Payment will be based per location as described in Form B: Prices.

E13.2 The Contract Administrator has the right to upgrade the Volume Standard at each Small Commercial Location upon request from the customer. The upgrades are based on the following standards:

- (a) Additional 240 L cart
- (b) Upgrade to a 360 L cart
- (c) Additional 360 L cart

E13.3 It is estimated that 2% of Small Commercial Premises may upgrade their service or request additional carts. Payment will be based per location as described in Form B: Prices

E14. YARD WASTE COLLECTION

E14.1 Collection of Yard Waste will be on a bi-weekly basis for a seven (7) month period as determined by the Contract Administrator

E14.2 All Yard Waste shall be delivered to the Compost Site at Brady Road Resource Management Facility. Measurement will be based on weights recorded on actual scale tickets issued by the scale at Brady Road Resource Management Facility. Payment will be based per metric tonne as described in Form B: Prices.

E14.3 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 at this time.

E14.4 Due to inclement conditions (e.g. late spring thaw, flood, large snowfall), the City reserves the right to alter the start and end dates of the Collection program to maximize the amount of material collected. No additional payments or compensation will be made for changes to the Collection schedule.

E15. WALK-UP SERVICE CUSTOMERS

E15.1 At those premises designated by the Contract Administrator, the Contractor shall provide "Walk-Up Service" for all collectables excluding Bulky Waste and yard waste. The Contractor is required to collect and replace the cart from a location on the property as directed by the Contract Administrator.

E16. BULKY WASTES COLLECTION SERVICES

- E16.1 Bulky Waste Collection services under this Contract will include Zone One (A), Zone Two and Zone Three.
- E16.2 Payment of Bulky Waste shall be on a yearly lump sum basis. Bulky Waste shall be the collection of one (1) to ten (10) items per location.
- E16.3 Bulky Wastes shall be collected at any location entitled to City Collection Service in the Contract service zones.
- E16.4 It is noted that Provincial Regulations preclude the Collection of appliances such as fridges, freezers and air conditioners, which contain CFC's (chlorofluorocarbonate - depleters of the earth's protective ozone layer). The City collects such material under a separate Contract. It is a Provincial penalty to dispose of CFC devices with garbage. Any individual or firm caught doing so is liable for fines beginning at \$10,000 per incident as per the Provincial Ozone Depleting Substances Act. (CCSM 080)
- E16.5 Contractor shall only collect Bulky Wastes that are formally authorized and specifically requested by the Contract Administrator for pick-up. Such Collections shall be either along with the regular Collection activities or under a separate Collection as noted by the Contractor and declared to the Contract Administrator prior to the initial commencement of these Works.
- E16.6 As part of these works, the Contractor shall collect Bulky Waste and/or excess waste, on a twice per week basis, as directed by the Contract Administrator, from the City's Recycling Centres as listed in Appendix F. Payment shall be incidental to the Contract.
- E16.7 The Contractor shall schedule pick-up and Collection of Bulky Waste at a minimum of one working day for each five day cycle period. The specific Collection schedule must be approved by the Contract Administrator 30 days prior to the commencement of works.
- E16.8 Bulky Waste items, which have been "abandoned" within the street/lane Collection rights-of-way, shall be collected as part of these Works. Where a bulky item qualifies as an "abandoned Bulky Waste", it shall be collected by the Contractor as a Bulky Waste premises Collection.
- E16.9 To aid in the Collection of abandoned Bulky Waste, the Contractor shall report to the Contract Administrator any Bulky Waste that remains in the public Collection right-of-way for two weeks after placement, and which has not been formally directed for Collection under E16.9 above.
- E16.10 The Contractor shall collect all Bulky Waste on the predetermined schedule day. Additions/deletions to the Collection request list may be made 48 hours prior to pickup.
- E16.11 The Contract Administrator will notify the Contractor of all required Bulky Waste Collections by phone, facsimile or electronic means and the Contractor shall collect all Bulky Wastes identified and properly placed out for Collection at the premises in the next scheduled Bulky Waste pick-up. Failure to do so shall constitute each pick-up declared a service deficiency under E28.6. The Contractor shall collect all Bulky Wastes placed out for pick-up at each location in the Contract service zone within one Collection cycle of being notified of the required pick-up.
- E16.12 Any such material not collected because the material is not within the current Solid Waste By-Law, and confirmed as such by the Contract Administrator, will not be considered as a service deficiency.
- E16.13 If during the Contract, the Contractor identifies an opportunity to divert Bulky Waste items from the landfill by providing recycling or reuse options at an alternative processing facility, the City may allow for a modification of the Contract. This would include options that would reuse and/or recycle in whole, or in part, any item collected.

E17. SURPLUS WASTE

- E17.1 As directed by the Contract Administrator, the Contractor shall collect surplus waste as identified in D4.1(x).
- E17.2 The Contract Administrator will notify the Contractor of all required Surplus Waste Collections by phone, facsimile or electronic means and the Contractor shall collect all Surplus Waste at the premises identified, that is properly placed out for Collection, and within one Collection cycle of being notified. Failure to do so shall constitute a service deficiency under E28.6.

E18. EXTRA WORK

- E18.1 When required and as directed by the Contract Administrator, the Contractor shall provide area clean-ups at a designated location(s). This Work includes the removal of all waste and recyclables as well as localized manual sweeping/raking of debris at the location as directed by the Contract Administrator. Payment for said works is based on an hourly basis as per Form B: Prices.

E19. DESIGNATED FACILITIES - GENERAL

- E19.1 The Contractor shall deliver all materials to the Designated Facilities within the City limits, as directed by the Contract Administrator, and shall not be charged for said deliveries.
- E19.2 The Contractor may make a request to the Contract Administrator to extend facilities hours. The decision will be at the sole discretion of the Contract Administrator or his designate. This service will come with a fee of \$150/hour charged to the Contractor.
- E19.3 At the City's designated facilities, the Contractor's Collection personnel shall be required to take direction from the Contract Administrator or its agents as to the location of tipping areas to be used at the site. The Contractor's personnel using the designated facilities shall respect all posted speed limits, operational regulations, safety policies and procedures as directed by the Contract Administrator or designate.

E20. DESIGNATED FACILITIES - GARBAGE, BULKY WASTE AND SURPLUS WASTE

- E20.1 The designated garbage disposal site for this Contract shall be the City of Winnipeg Brady Road Resource Management Facility located approximately one mile south of the Perimeter Highway (P.T.H. #100) at 1901 Brady Road. The hours of operation of this site are available on the City's website at www.winnipeg.ca.
- E20.2 No garbage collected under this Contract shall be deposited in any location other than those approved by the Contract Administrator.

E21. DESIGNATED FACILITIES – YARD WASTE

- E21.1 The Contractor will deliver all loads of Yard Waste to the Compost Site at the Brady Road Resource Management Facility located approximately one mile south of the Perimeter Highway (P.T.H. #100) at 1901 Brady Road. The hours of operation of this landfill site are available on the City's website at www.winnipeg.ca.
- E21.2 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 a designated disposal area. 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.

E22. DESIGNATED FACILITY - RECYCLING

- E22.1 The Contractor will deliver all loads to a MRF located within the City of Winnipeg, as directed by the Contract Administrator. The current MRF is located at 1029 Henry Avenue. The hours of operation of the MRF, including truck weigh scale, are 7:00 A.M. to 6:00 P.M.
- E22.2 The Contract Administrator reserves the right to alter the location of the MRF within the City of Winnipeg during this Contract. Should the location of the Designated Facility for receipt of recyclables be altered to another location within the boundaries of the City of Winnipeg, the Contractor shall not be entitled to any adjustment in compensation
- E22.3 The Contractor shall weigh in and weigh out every load of material delivered to the facility.

E23. RECYCLING

- E23.1 Recyclable materials or recyclables accepted in the City of Winnipeg program are:
- (a) Milk and juice cartons (gable top containers);
 - (b) Juice boxes (aseptic containers);
 - (c) #1 - #7 plastic containers;
 - (d) Steel (tin) food cans;
 - (e) Aluminum beverage cans;
 - (f) Glass jars and bottles;;
 - (g) Newspaper, flyers, junk mail
 - (h) Household paper, magazines, envelopes;
 - (i) Shredded paper contained in a bag;
 - (j) Phone books;
 - (k) Corrugated Cardboard:
 - (l) Boxboard.
- E23.2 Further to E21.1, the Contract Administrator reserves the right to add or delete recyclable materials.
- E23.3 The Contractor is responsible to ensure that no more than 10% by weight of the material in the Collection vehicle consists of non-recyclables delivered to the MRF. Should the non-recyclables exceed this limit, the Contractor is responsible for the removal and disposal of the non-recyclable material over the 10% limit.

E24. MATERIAL AUDITS

- E24.1 When required and as directed by the Contract Administrator, the Contractor shall assist the City with performing waste audits, on a bi-annual basis. Assistance shall be the separate Collection of materials from designated Residential Premises and delivery of materials to a location for auditing purposes by the City or designate. Payment for said works shall be incidental to the Contract.
- E24.2 When required and as directed by the Contract Administrator, the Contractor may be required to deliver specific loads of recyclables to an alternate site, on a quarterly basis, for the purposes of performing material audits. Payment for said works shall be incidental to the Contract.
- E24.3 When required and as directed by the Contract Administrator, the Contractor shall assist the City with performing pilot studies. Assistance shall be the Collection of materials at designated Residential Premises during the period of the study are left for separate Collection by the City or designate. Payment for said works shall be negotiated in advance of any pilot studies.

E25. TEMPORARY/IMPASSABLE ROADWAYS

- E25.1 The materials shall be collected under all weather conditions, with the exception of impassable roadways due to an act of God (such as a flood or an exceptionally heavy snowfall) which temporarily prevents the performance of the Works of the Contract. The Contract Administrator shall be the sole arbitrator and his/her decision is final.
- E25.2 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.
- E25.3 In the event that the Contractor encounters a temporary obstruction, the Contractor must return the same day after 4:30 p.m. where the temporary obstruction was encountered, and service the location(s). If the obstruction remains after 4:30 pm, the Contractor shall notify the Contract Administrator, and must return and collect the material at the beginning of the next day. If the roadway remains obstructed, the Contractor shall immediately notify the Contract Administrator.
- E25.4 In the event that the roadway is declared by the Contract Administrator to be impassable, the Contractor and Contract Administrator shall mutually agree to a method of collecting the materials and the Contractor shall collect the materials. Payment for the additional work involved in the Collection of the materials shall be considered as extra work under this Contract. The extra work shall be only that work which is required by the Contractor to remove the materials from the impassable roadway to a point where it can be picked up by the Contractor at the nearest passable roadway. Extra work shall be compensated as per Form B: Prices.
- E25.5 However, even in roadways declared impassable, areas or parts of areas that are able to be collected shall be serviced. Service may be temporarily postponed or the service location relocated only with the permission of the Contract Administrator. Should a temporary postponement of service be allowed, service must be resumed at the earliest possible time following the postponement, or as stipulated by the Contract Administrator.
- E25.6 Should weather conditions exist such that the Contract Administrator deems it necessary to omit certain Collections altogether, no payments will be made.

E26. INSPECTION

- E26.1 Periodic inspections of the Contract area, including vehicle inspections and vehicle contents, may be made by the Contract Administrator to verify that the service supplied by the Contractor is adequate in all respects. If any deviations from the requirements of the Contract exist, they will be noted, and the Contractor or representative will be notified, either orally or in writing, of the corrective measures to be taken. Such periodic inspections do not relieve the Contractor in any way from making independent inspections to ensure that the work is being performed satisfactorily.

E27. WORK PERFORMANCE

- E27.1 The Contractor is responsible for performing 100% of the work requirements on each scheduled Collection day.
- E27.2 If, in the opinion of the Contract Administrator, the Contractor is not performing the work reasonably in accordance with the approved schedule, the Contract Administrator may demand, in writing, more vehicles, equipment and/or staff to be provided by the Contractor immediately, and upon the Contractor's failure to provide them, the City may arrange to hire additional vehicles or equipment and staff and charge the cost of such hire to the Contractor. Such supplementary support resources will continue at the Contractor's expense until the Contract Administrator is advised of a satisfactory plan of action to correct the referenced performance deficiency or until other remedy as provided in the Contract is invoked.

E28. SERVICE STANDARDS

- E28.1 The 311 Call Centre and other authorized City departments generate service requests and shall transmit requests to the Contractor. Service requests are categorized into four main categories:
- (a) Missed Collection -Service Deficiency;
 - (b) Missed Collection –Same Day Miss;
 - (c) Request for New Service; and
 - (d) Miscellaneous.
- E28.2 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 regular Collection hours without prior consent from the Contract Administrator.
 - (i) Carts that, during Collection, are lost in service vehicle, and not retrieved.
 - (j) Collection of garbage carts by recycling vehicles.
 - (k) Collection of recycling carts by garbage vehicles.
- E28.3 Further to E28.2, where the Service Request was generated under circumstances beyond the control of the Contractor, the Contract Administrator, at his/her sole discretion, has the right to cancel Service Requests. This discretion will only be applied in a limited number of cases.
- E28.4 Further to E28.1(b), a call to 311 regarding a missed Collection that is received prior to 6 p.m. on the same day as the scheduled Collection, is not a service deficiency if serviced is provided. In the event that service is not provided, the call shall be considered a Missed Collection and E28.6 shall apply.
- E28.5 The Contract Administrator shall provide the Contractor a copy of every service request, except for those classified as Miscellaneous. The City will supply and install a computer terminal and associated software in the Contractor's office to directly receive service requests electronically. The Contractor will be required to complete the work order electronically and route to the City in order to complete the service request. The City will provide software application training during this process.
- E28.6 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 do so will result in a penalty of one hundred dollars (\$100.00) per occurrence.
- E28.7 The Contractor shall be assessed a penalty in the amount of one hundred dollars (\$100.00) for each unit as defined in the Form B: Prices which, after investigation, has been determined by the Contract Administrator to have been missed on any Collection.
- E28.8 Failure of GPS/AVL system to operate 96% of the time averaged monthly will result in a penalty of one hundred dollars (\$100.00) per occurrence per vehicle per working day.
- E28.9 Over-compaction of Recyclables will result in a penalty of one hundred dollars (\$100.00) per occurrence.

- E28.10 Failure to adhere to Provincial Health and Safety policies regarding the wearing of high visibility clothing and safety foot wear will result in a penalty of one hundred dollars (\$100.00) per occurrence.
- E28.11 Service deficiencies shall apply on any day, for each service in each Zone, as described below:
- (a) For Garbage (including Bulky Waste and Surplus Waste), a penalty of one hundred dollars (\$100.00) if there are more than six service deficiencies on any day, per service deficiency
 - (b) For Recyclables, a penalty of one hundred dollars (\$100.00) if there are more than six service deficiencies on any day, per service deficiency
 - (c) For Yard Waste, a penalty of one hundred dollars (\$100.00) if there are more than six service deficiencies on any day, per service deficiency
- E28.12 Further to E28.11, if there are less than 4 service deficiencies on any day for each service, an incentive bonus will be paid in the amount of two hundred dollars (\$200.00) per day.
- E28.13 A penalty of three hundred dollars (\$300.00) will apply to each service deficiency indicated in clause E28.2(h) and E28.2 (i).
- E28.14 A penalty of five hundred dollars (\$500.00) will apply to each cart collected as indicated in clause E28.2(j) and E28.2 (k).
- E28.15 At the end of every month, the Contractor Administrator will generate a report for all addresses that have experienced three or more service deficiencies during the previous six months. A penalty of two hundred dollars (\$200.00) per address on the report will be assessed.
- E28.16 The Contract Administrator shall make known to the Contractor's Field Supervisor, or to the competent person in the office, by phone, electronically, or in person, notification of missed pick-ups. This shall be sufficient notice for the application of the missed service deficiency.
- E28.17 All penalties will be deducted from the Contractor's payment for the month of occurrence.
- E28.18 In order to allow for the Contractor to become familiar with the work, penalties for Service Deficiencies in E28 will not apply for the first month of Collection in each Zone.
- E28.19 Any and all claims for damage assigned to the Contractor by the City, will be classified a Service Deficiency and must be handled in the same timeframe as in E28.6. If the deficiency has not been addressed to the satisfaction of the Contract Administrator, the City will resolve the claim with all associated costs and penalty charges deducted from the Monthly Payment Certificates.

E29. STAFFING REQUIREMENTS

- E29.1 Further to D6;
- E29.1.1 The Contractor shall provide sufficient coverage of the positions listed should regular staff require replacement during vacations, illness, etc., and shall immediately notify the Contract Administrator.
 - E29.1.2 The Contract Administrator may call meetings related to the performance of this Contract. The Contract Administrator will designate a time and place for the meetings. The Contractor shall send at least one representative to each meeting. The Contractor's representative shall have authority to resolve issues on behalf of the Contractor.
 - E29.1.3 The Contractor shall ensure that all employees, while on duty, wear neat, good condition, clean work uniforms. The uniforms shall be labelled in such a manner as to identify the employee as the Contractors employee i.e. Contractors name and logo.
 - E29.1.4 The Contractor shall provide to the Contract Administrator, to his/her satisfaction, the address, telephone numbers including, but not limited to, mobile telephone numbers, and

email addresses of the Contractor's representatives who may be contacted and available within reasonable notice 24 hours a day, 7 days a week, on matters relating to the Contract and who shall have primary responsibility for the Contract.

- E29.1.5 The field supervisors are to ensure a courteous, prompt and efficient service for the Work and customer service issues. The supervisors shall be responsible for direct supervision of the Work including, but not limited to, supervising the Contractor's Collection staff, overseeing the Collection operations, ensuring that the Contract requirements are being met, and handling customer service issues.
- E29.1.6 The field supervisor(s) shall be exclusively available for the Contract requirements during regular Collection hours.
- E29.1.7 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's Contract manager and such instructions or orders shall be deemed to have been given to the Contractor.

E30. EMPLOYEE TRAINING REQUIREMENTS

- E30.1 The Contractor shall provide proper, adequate, and continuous job training for the Contractor's staff to ensure the work is completed in a safe and proper manner. The Contractor shall ensure that staff involved in the Collection and handling of all materials are trained with respect to the following, but not limited to:
- (a) scope of the intended work;
 - (b) applicable Standard Operating Procedures for the work
 - (c) acceptable or unacceptable materials collected under this contract;
 - (d) customer service training for interaction with the general public and City;
 - (e) the City's current Solid Waste By-Law
- E30.2 All proper, adequate and continuous job training for the Contractor's staff training program will be at the Contractor's expense.
- E30.3 The Contractor must ensure that all equipment operators have the appropriate license(s) required by all Applicable Law and training to operate the vehicles and equipment they will be operating. The Contractor shall provide a copy of the licence(s) and/or driver's abstracts upon request by the Contract Administrator.
- E30.4 The Contractor shall not utilize an employee that has not received mandatory Employee Training Requirements.

E31. HEALTH AND SAFETY

- E31.1 The Contractor shall provide mandatory training for employees and Subcontractors (if applicable) involved with the Contract. The training shall include, but is not limited to, health and safety training, training on how to operate equipment and vehicles, and emergency response measures.
- E31.2 Health and Safety training shall include but not be limited to:
- (a) site specific potential hazards;
 - (b) use of personal protective equipment (PPE);
 - (c) work practices by which the employee can minimize the risks from potential hazards;
 - (d) discussion and recognition of symptoms associated with exposure to hazards, i.e. adverse weather conditions, heat, cold, personal hygiene; and
 - (e) Health and Safety training, WHMIS training, workplace safety, first aid training, traffic control training, and other relevant training.

- E31.3 The Contractor shall not utilize an employee that has not received mandatory safety training.
- E31.4 Upon request from the Contract Administrator, the Contractor will provide written confirmation that all employees directly involved with the Contract have undergone a complete safety training program before undertaking any Work within the Contract. This written confirmation will be updated as new employees are engaged.
- E31.5 A copy of the safety training policies and procedures will be provided to the Contract Administrator at least at least sixty (60) calendar days after receiving notice of award, and revisions forwarded to the Contract Administrator through the Term of the Contract when the Contractor undertakes such revisions. The Contractor's safety training policies and procedures is subject to the City's review.
- E31.6 All Subcontractors shall receive the mandatory training prior to commencing Work during the Operations Period.
- E31.7 The Contractor is responsible for the supply all safety equipment and safety supply materials required for the Work. This includes, but is not limited to:
- (a) hard hats, CSA safety footwear, coveralls, eye protection, hearing protection,, safety vests, puncture proof gloves, and any other personal protective equipment (PPE) that may be required;
 - (b) fire extinguishers (as required by the fire standards);
 - (c) any other safety equipment required by Applicable Law;
 - (d) any other safety equipment required to comply with policies and/or procedures for each of the Designated Facilities; and
 - (e) any other safety equipment required by the City.
- E31.8 In addition to all legally-required safety equipment, the Contractor shall equip all Collection vehicles with the following:
- (a) approved back-up beeper horns;
 - (b) rotating amber caution light(s) mounted on the top or rear of the vehicle, which shall be clearly visible at all times;
 - (c) spill kits including hand tools (e.g. broom, shovel, etc.) and absorbent materials to facilitate the sweeping of any material which may be spilled;
 - (d) emergency kit for vehicle breakdowns, e.g. traffic cones;
- E31.9 The Contractor shall continually maintain and update the safety devices for vehicles and equipment to meet the required safety standards throughout the duration of the Contract.

E32. DISMISSAL OF EMPLOYEES

- E32.1 In addition to C5 of the General Conditions, the Contract Administrator may request the suspension, discharge, or other disciplinary action of any employee directly involved in the Collection process for one or more of the following activities during working hours, and the Contractor shall comply with such request as promptly as possible:
- (a) Found in possession of or under the influence of alcohol and/or mind-altering drugs;
 - (b) Unsafe practices or criminal actions;
 - (c) The use of foul, profane, vulgar or obscene language or gestures, or other publicly offensive behaviour;
 - (d) Solicitation of gratuities or tips from the public for services performed under this Contract;
 - (e) The refusal to collect and/or handle collectibles placed out for pick-up in accordance with this Contract;
 - (f) The wanton or malicious damage or destruction of containers and/or receptacles;

- (g) The wanton or malicious scattering or spilling of material;
- (h) The scavenging of material placed out for Collection.
- (i) The unauthorized Collection/combining of materials

E33. COMMUNICATION REQUIREMENTS

- E33.1 The Contractor shall maintain an office, equipped with a phone, facsimile machine and computer with Internet access, staffed by an experienced person, open during operating hours on regular Collection days.
- E33.2 Staff must be equipped with a smart phone capable of email and voice mail.

E34. COLLECTION AREAS

- E34.1 This Contract is divided into three zones as indicated in D2. The number of service locations per zone is indicated in Drawing SWD-D-408 and are summarized in Form B Prices.
- E34.2 Should the Contract Administrator wish to change the specified schedule or location of pick-ups during the course of the Contract, the Contractor will be notified in writing at least two (2) weeks prior to the proposed date of change. The City shall be responsible for the duplication and delivery to each affected premise of a suitable notice of the change.

E35. COLLECTION SCHEDULE

- E35.1 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 Thirty (30) calendar days prior to commencement of Collection.
- E35.2 The Contractor shall indicate all relevant information on each Route map including but not limited to:
 - (a) Locations of places of worship, charitable institutions, small commercial establishments and Multi-Family buildings of eight or more suites included on the routes;
 - (b) Route name or number;
 - (c) Collection day(s);
 - (d) Start and finish destination;
 - (e) Vehicle flow arrows for entire Route; and
 - (f) Customer Vehicle Identification Number.
- E35.3 The Contractor shall not arbitrarily alter any route without first notifying the Contract Administrator, except as noted in E8.9
- E35.4 The Contractor shall provide Collection services for new homes, subdivisions, or new buildings along assumed Collection routes that are ready for service as directed by the Contract Administrator.

E36. COLLECTION DAYS

- E36.1 The Collection of material shall be scheduled on a set day cycle, on a once, twice or bi-weekly basis.
- E36.2 The Contractor shall provide Collection services on all Public Holidays. The Contract Administrator shall provide sufficient notice to the Contractor in the event of any changes to Collection Days.
- E36.3 The Contractor shall incur all costs for service on Public Holidays and during such extended operations or overtime periods as to provide continuous and uninterrupted service.

E36.4 Set Day Collection

- E36.4.1 Collection on a set-day cycle requires that each premise receives Collection service on a set day as designated by the Contract Administrator.
- E36.4.2 A twice per week basis means Collection shall occur twice in each calendar week for those Multi-Family locations and such pick-ups shall be scheduled on either Monday/Thursday or Tuesday/Friday cycles.
- E36.4.3 A normal Collection day is defined as any day except New Year's Day, Remembrance Day, Christmas Day, and Sundays or any other days deemed under provincial or federal regulations.
- E36.4.4 When a Public Holiday occurs between Monday and Friday as per E36.4.3 the Contractor will be required to provide Collection on the Saturday following the Holiday.
- E36.4.5 In case of the resulting loss of a Collection day during the Collection schedule or in the case of an Emergency, and then only with written permission from the Contract Administrator, work may be carried out on Sundays.