



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 410-2013

**REMOVAL, COLLECTION, AND RECYCLING OF APPLIANCES CONTAINING
OZONE DEPLETING SUBSTANCES**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REMOVAL, COLLECTION, AND RECYCLING OF APPLIANCES CONTAINING OZONE DEPLETING SUBSTANCES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, June 18, 2013 .

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

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

B3. ENQUIRIES

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

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

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

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

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

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

B4. ADDENDA

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

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

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

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

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

B5. SUBSTITUTES

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

B6. BID SUBMISSION

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

(b) Form B: Prices;

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

B7. BID

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

- (a) if the Bidder is a sole proprietor carrying on business in his/her 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/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

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

B8. PRICES

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

B8.1.1 Notwithstanding C11.1.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

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

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

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

B9. QUALIFICATION

B9.1 The Bidder shall:

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

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

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

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

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) obtain Security Clearances in accordance with F1.
- (e) have sufficient staff trained and provide records of certification in the removal of ozone depleting substances in accordance with the Manitoba Ozone Protection Industry Association (MOPIA) (see www.mopia.ca)

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

- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (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/>)
- (c) Confirmation of certification with MOPIA as per B9.3(e)

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

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

B10. OPENING OF BIDS AND RELEASE OF INFORMATION

B10.1 Bids will not be opened publicly.

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

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

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

B11. IRREVOCABLE BID

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

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

B12. WITHDRAWAL OF BIDS

B12.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B12.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B12.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B12.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Bid until after the Submission Deadline has elapsed;
- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B12.1.3(b), declare the Bid withdrawn.

B12.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B11.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B13. EVALUATION OF BIDS

B13.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B5;

B13.2 Further to B13.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B13.3 Further to B13.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.

B13.4 Further to B13.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B13.5 This Contract will be awarded as a whole.

B14. AWARD OF CONTRACT

B14.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

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

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist the removal, collection, and recycling of appliances including those containing ozone depleting substances from September 1, 2013 until August 31, 2014, with the option of one (1) mutually agreed upon one (1) year extension.

D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) Calendar Days prior to the 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 September 1 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

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

- (a) Collection and recycling of appliances containing ozone depleting substances from the storage area located at the Brady Road Resource Management Facility.
- (b) Collection and recycling of appliances containing ozone depleting substances from the storage areas located at the Community Resource Recovery Centers located throughout the City of Winnipeg (there are 4 locations planned as indicated on SWD-D-415).
- (c) Removal, collection, recycling and pick up of appliances containing ozone depleting substances from Residential Premises, Multi-Family Buildings and Commercial Small Locations.
- (d) Removal, collection, recycling and pick up of white goods at Residential Premises, Multi-Family Buildings and Commercial Small Locations.

D2.3 The Work shall be done in accordance with The Ozone Depleting Substances Act, (Regulation 103/94)

- (a) The Act can be seen at the following websites:
 - (i) <http://web2.gov.mb.ca/laws/regs/pdf/o080-103.94.pdf> and
 - (ii) <http://web2.gov.mb.ca/laws/regs/2005/178.pdf>

D2.4 The Work shall be done on an "as required" basis during the term of the Contract.

D2.4.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.4.2 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.5 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "**Brady Road Resource Management Facility (BRRMF)**" formerly known as the Brady Road Landfill located at 1901 Brady Rd
- (b) "**Bulky Waste**" means any White Good or household appliance that cannot fit into an authorized refuse collection cart that is located at a normal service location, or abandoned at a location direct by the Contract Administrator or User.
- (c) "**Community Resource Recovery Center (CRRC)**" means a site open to the public which received all manner of materials residential customers wish to dispose with a focus on source separation and diversion ;
- (d) "**MOPIA**" means Manitoba Ozone Protection Industry Association .
- (e) "**Ozone Depleting Substances**" means human made chemicals comprised of chlorine, fluorine, and bromine and are responsibly for destroying the stratospheric ozone layer and are significant of global warming. Ozone depleting substances include, but are not limited to; chlorofluorocarbons (CFCs), halons, cholocarbons, hydrochlorofluorocarbons (HCFCs), hydro fluorocarbons (HFCs), perfluorocarbons (PFCs) ;
- (f) "**Residential Premises**" means a premise of part thereof, used as a place abode, up to and including seven (7) separate dwelling units, including charitable institutions and places of worship.
- (g) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (h) "**White Goods**" means large household appliances such as stoves, dryers, washers formerly finished in white enamel, but now often coloured ;
- (i) "**Commercial Small Locations**" means a commercial property that subscribes to City service, who produces a volume of less than six hundred litres (600L) of material for garbage collection each week;
- (j) "**Multi-Family Buildings**" means a building that subscribes to City service, 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.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Duy Doan, C.E.T.
Environmental Projects Technologist
Water and Waste Department – Solid Waste Services
1120 Waverley St
Winnipeg, MB R3T 0P4

Telephone No. 204 471-7620

D4.2 Bids Submissions must be submitted to the address in B6.7.

D4.3 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5. CONTRACTOR'S SUPERVISOR

D5.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The

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

D5.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

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

D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

D7. NOTICES

D7.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer

Facsimile No.: 204 949-1174

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 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.

D9. INSURANCE

D9.1 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 covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$5,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D9.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D9.5 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.

CONTROL OF WORK

D10. COMMENCEMENT

D10.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D10.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the workers compensation coverage specified in C6.14; and
 - (iii) evidence of the insurance specified in D9.
 - (iv) evidence of certification with MOPIA as per B9.3(e)
 - (v) evidence of Security clearance as per B9.3(d)
 - (vi) evidence of an internet connection as per D16.2.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D11. LIQUIDATED DAMAGES

D11.1 If the Contractor fails remove ozone depleting substances from the appliances and/or the appliances at the Brady Road Resource Management Facility and/or the Community Resource Recovery Centers as identified in with D2 and in accordance with the time frame specified in E5 and E6, the Contractor shall pay the City twenty five dollars (\$25.00) per Working Day per appliance for each and every Working Day following the day fixed herein until the Work is complete.

D11.2 If the Contractor fails to pick up and remove the white goods and/or ozone depleting substances from Residential Premises, Multi-Family Buildings, and Commercial Small Locations as identified in D2 and in accordance with the time frame specified in E4, the Contractor shall pay the City one hundred dollars (\$100.00) per location.

D11.3 The amount specified for liquidated damages in D11.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve the Work of the Contract.

D11.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D12. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D12.1 Further to B9.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B9.4.

D13. SAFETY

D13.1 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.

D13.2 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.

D13.3 The Contractor shall do whatever is necessary to ensure that:

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

D14. EMPLOYEE BEHAVIOUR AND SUPERVISION

D14.1 The Contractor shall provide adequate supervision of its employees and shall ensure that all such employees conduct themselves in a manner appropriate to people and shall without limitation ensure that employees:

- (a) behave in a courteous and polite manner (no profanity or excess noise) to City staff and other personnel;
- (b) do not smoke within a City facility, Residential Premises, Multi-Family Buildings, Small Commercial Locations, public properties, and schools;
- (c) obey all posted safety rules;
- (d) leave all furnishings, equipment etc. moved during the inspection and testing, in an "as found" condition at the completion of the work;
- (e) use their own radio(s) or telephones or cellular telephones necessary for on-site communication;
- (f) when in a secure facility, contractor must ensure it is kept secure from entry by unauthorized persons.

D15. INSPECTION

D15.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.

D15.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

D16. ORDERS

D16.1 The Contractor shall provide a valid email address and a local 24 hour Winnipeg telephone number or a toll-free telephone number with voicemail at which orders for service may be placed. The Contractor shall be required to check the emails for orders for service daily and shall provide a response at this time. Voicemail must be activated, able to accept messages, and checked in (at minimum) regular daily intervals.

D16.2 The City reserves the right to supply and install a computer terminal and associated software in the Contractor's office to directly receive service requests electronically for the duration of the Contract. The Contractor will be required to have a secure internet connection 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.

D17. RECORDS

D17.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D17.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) User name(s) and addresses;
- (b) order date(s);
- (c) service date(s);
- (d) description and quantity of services provided;
- (e) type of appliances collected/work performed;
- (f) the age of appliances collected;
- (g) Refrigerant ODS Type;
- (h) Amount of ODS removed/recovered;
- (i) Scale weight of appliances removed/recovered from the Brady Road Resource Management Facility and Community Resource Recovery Centre sites
- (j) Weight of residential goods, based on estimated average weights of units identified in contractors submission list
- (k) All correspondence with MOPIA, including reporting and certification

D17.3 The Contractor shall provide the Contract Administrator with an excel spreadsheet summary and an electronic copy of the records per D17.2 for each month attached with the invoices.

MEASUREMENT AND PAYMENT

D18. INVOICES

D18.1 Further to C11, the Contractor shall submit an invoice for each portion of work performed delivered to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: 204 949-0864

Email: CityWpgAP@winnipeg.ca

- D18.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) date(s) of provision of services;
 - (c) location at which service was provided;
 - (d) type and quantity of appliances collected;
 - (e) Brady Road Resource Management Facility and Community Resource Recovery Centre weigh tickets receipts
 - (f) the amount payable with GST and MRST shown as separate amounts; and
 - (g) the Contractor's GST registration number.

D18.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D18.4 Bids Submissions must be submitted to the address in B6.7.

D19. PAYMENT

D19.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D19.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D20. WARRANTY

D20.1 Warranty is as stated in C12.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
SW-AP01A	Collection Areas
GSW-0001-01	Brady Road Resource Management Facility
SWD-D-415	Proposed CRRC Locations

E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B5.

E2. SERVICES

E2.1 The Contractor shall collect and recycle appliances and air conditioners containing ozone depleting substances from the Brady Road Resource Management Facility and Community Resource Recovery Centers, in accordance with the requirements hereinafter specified.

E2.2 The Contractor shall collect and recycle white goods, in accordance with the requirements hereinafter specified.

E2.3 The Contractor shall collect and recycle appliances and air conditioners containing ozone depleting substances located at Residential Premises, Multi-Family Buildings and Small Commercial Locations qualifying for bulky waste collection under the terms of the City of Winnipeg Solid Waste By-Law No. 110/2012 and most recent amendments.

E3. CONTRACT QUANTITIES

E3.1 The quantities listed in Form B: Prices Items 1 and 2 shall be the total quantities for Brady Road Resource Management Facility and Community Resource Recovery Centers as indicated in D2.4.

E3.2 For the convenience of the Bidder we are providing historical data The following table is the quantities of appliances, white goods, and A/C collected in 2012 by month:

2012	Brady Rd ODS (Fridges, Freezers, Freon Canisters)	Brady Rd ODS (Air Conditions, Water Coolers, Dehumidifiers)	Residential ODS – (Fridges, Freezers)	Residential ODS – (Air Conditioners, Water Coolers, Dehumidifiers)	Residential White Goods
Jan	96	29	31	1	51
Feb	42	14	23	0	45
Mar	84	109	29	0	37
Apr	152	83	45	1	42
May	129	69	48	6	63
June	120	30	44	4	42
July	239	169	51	5	41

Aug	96	62	64	8	68
Sept	259	140	44	8	48
Oct	123	36	59	7	121
Nov	113	64	48	4	80
Dec	68	69	26	7	65
Total	1521	874	512	51	703

E4. APPLIANCE AND WHITE GOODS COLLECTION AT RESIDENTIAL PREMISES, MULTI-FAMILY BUILDINGS AND SMALL COMMERCIAL LOCATIONS

- E4.1 The Contract Administrator or Users will notify the Contractor of all required appliance and white goods removal by phone or electronic means on a weekly basis.
- E4.2 The Contractor shall collect the required appliances and white goods in accordance with the Ozone Depleting Appliance Pickup Drawing (SW-AP01 a). Collections are scheduled for three (3) days a week, Tuesday, Wednesday, and Thursday, including all holidays except for Remembrance Day, December 25 and January 1 in which case the collection shall be performed the on the scheduled collection day before or after the holiday. All requests for collection received forty-eight (48) hours prior to the next scheduled collection day shall be collected on that scheduled collection day. Requests received after this time period shall be collected on the following scheduled collection day.
- E4.3 The Contractor shall only collect Bulky Waste that is formally authorized and specifically requested by the Contract Administrator or designate for pick-up and shall be performed on the same day as regular refuse collection in the area unless approved by the Contract Administrator or designate.
- E4.4 The Contractor shall collect the required appliances and white goods between the hours of 07:00 – 18:00.
- E4.5 If in the event the requested item is not located at the residential premise indicated on the service request at the time of collection, the Contract shall place a notice (to be supplied by the City) in the customer’s mailbox, with a copy to the City indicating that the collection was attempted but unsuccessful.
- E4.6 The Contractor shall provide the City with an estimated weight of the ODS appliances and white goods as per D17.2(j)
- E4.7 The Contractor shall remove ozone depleting substances and the appliance from all residential properties, including all appliances that are contaminated (containing food substances or other materials within the appliance).
- E4.8 At the Contractor’s option, the extraction of ozone depleting substances may occur at the pick-up location, and the appliances may be moved directly to the Brady Road Resource Management Facility or Community Resource Recovery Centers’ designated scrap metal area by the Contractor once the approved sticker has been affixed to the appliance in accordance with E7.3 and E8.3.
- E4.9 The Contractor shall not enter a residence to remove appliances.

E5. APPLIANCE COLLECTION AT BRADY ROAD RESOURCE MANAGEMENT FACILITY

- E5.1 There is a designated storage area available at the Brady Road Resource Management Facility for public appliance disposal purposes.

- E5.2 The Contractor shall remove all ODS (ozone depleting substances) appliances from the storage area at the landfill a minimum of twice (2) per week. Collections will be scheduled on Monday's and Friday's, including all holidays except for Remembrance Day, December 25 and January 1. The Contract Administrator may direct the Contractor to remove appliances from the storage area on a more frequent schedule. The Contractor will respond within forty eight (48) hours after notification for appliance removal as identified in D11.1.
- E5.3 The Contractor shall remove the ODS appliances during regular hours of operation of Brady Road Resource Management Facility. The Brady Road Resource Management Facility is open every day except for Remembrance Day, December 25, and January 1. The hours of operation for the site are as follows:
- (a) Summer Hours 05:30 – 20:00 (First Monday in April until Last Friday in October);
 - (b) Winter Hours 05:30 – 18:00;
 - (c) Weekend Hours 09:00 – 17:00
- E5.4 The Contractor will be required to weigh their vehicles at the scale both on entrance and exit to the storage area to remove appliances. A receipt signed by the Contract Administrator or User must be completed prior to the Contractor leaving the Landfill, verifying the appliances removed. This receipt and weight ticket will be attached to the invoices and copies required that are issued to the Contract Administrator as per D17.3.
- E5.5 At the Contractor's option, the extraction of ozone depleting substances may occur in the storage area, and the appliances may be moved directly to the Site's designated scrap metal area by the Contractor once the approved sticker has been affixed to the appliance in accordance with E7.3.
- E5.6 The Contractor must abide by all Site safety regulations when performing work at the Brady Road Landfill.
- E6. APPLIANCE COLLECTION AT COMMUNITY RESOURCE RECOVERY CENTERS**
- E6.1 The Community Resource Recovery Centers will be located in four (4) locations throughout the City of Winnipeg as noted on the Proposed CRRC Locations (see SWD-D-415). The two first locations that will be operational are the Brady Rd and Pacific Ave locations. These locations are expected to become operational in 2013 and 2014. When these locations become active, there will be a transition from the collection at Brady Road Resource Management Facility to these locations.
- E6.2 The Contractor shall remove all ODS (ozone depleting substances) appliances from the storage areas at the CRRC's a minimum of twice (2) per week. Collections will be scheduled on Monday's and Friday's, including all holidays except for Remembrance Day, December 25 and January 1 and during CRRC's operating hours. The Contract Administrator may direct the Contractor to remove appliances from the storage area on a more frequent schedule. The Contractor will respond within twenty four (24) hours after notification for appliance removal as identified in D11.2.
- E6.3 The Contractor will be required to weigh their vehicles at the scale both on entrance and exit to the storage area to remove appliances. A receipt signed by the Site Supervisor or User must be completed prior to the Contractor leaving the CRRC locations, verifying the appliances removed. This receipt and weight ticket will be attached to the invoices and copies required that are issued to the Contract Administrator in accordance with D17.2 and D18.2.
- E6.4 At the Contractor's option, the extraction of ozone depleting substances may occur in the storage area, and the appliances may be moved directly to the Site's designated scrap metal area by the Contractor once the approved sticker has been affixed to the appliance in accordance with E7.3.

- E6.5 The contractor shall remove ozone depleting substances from all appliances, including appliances that are contaminated (containing food substances or other materials within the appliance).
- E6.6 The Contractor must abide by all Site safety regulations when performing work at the Community Resource Recovery Centers.

E7. OZONE DEPLETING SUBSTANCES REMOVAL AND DISPOSAL

- E7.1 The Contractor shall extract all ODS from appliances such as refrigerators, freezers, air conditioners and humidifiers in accordance with the Manitoba Ozone Depleting Substances Act, Regulation No. 103/94 and all applicable amendments, as well as, Manitoba Ozone Protection Industry Association Inc. (MOPIA) guidelines.
- E7.2 Extraction may be performed at the point of collection or at a suitable location provided by the Contractor. Suitable locations must be certified and recognized for disposal of ODS.
- E7.3 After the extraction of ODS, the Contractor must affix a sticker, approved by the Province of Manitoba Department of Environment, to each appliance certifying that the ODS have been extracted. Copy of the records to be provided in accordance with D17.2 .
- E7.4 The Contractor shall remove, store, and dispose of the extracted ODS in accordance with the Manitoba Ozone Depleting Act No. 103/94 and all applicable amendments, as well as, Manitoba Ozone Protection Industry Association Inc. (MOPIA) guidelines.
- E7.5 The Contractor shall bear any costs, or retain any payment obtained from the storage and disposal of the recovered ODS.
- E7.6 The Contractor shall have a sufficient number of their personnel certified by Manitoba Ozone Protection Industry Association Inc. (MOPIA) as determined by the Contract Administrator in order to Service Standards in accordance with E9. Record updates shall be forwarded to MOPIA at the end of each month with copies to the City in accordance with D17.2. The Contractor shall provide annual (June 1 of each term year) copies of certification and good standings with MOPIA.

E8. APPLIANCE AND WHITE GOODS RECYCLING

- E8.1 After extracting the ODS, the Contractor is required to immediately transport and recycle the appliance. Appliances over 15 years old shall be recycled at a suitable location and shall not be used to repair or re-life equipment.
- E8.2 The appliances must be disposed of at one of the following locations:
- (a) The Brady Road Resource Management Facility;
 - (b) A scrap metal dealer;
 - (c) Community Resource Recovery Center;
 - (d) An appliance repair company.
- E8.3 The City will not charge a landfill tipping fee at the Brady Road Resource Management Facility or Community Resource Recovery Centers for the disposal of appliances, certified by a sticker in accordance with E7.3
- E8.4 The Contractor shall bear any costs, or retain any payment obtained from the disposal of appliances other than at the Brady Road Resource Management Facility or Community Resource Recovery Centres.
- E8.5 The Contractor shall not put into storage any appliance containing ODS.
- E8.6 The ODS must be removed within seven (7) calendar days of pick-up.

E9. SERVICE STANDARDS

- E9.1 One of the goals of the Solid Waste Services Division is to provide excellent service to its customers.
- E9.2 In order to determine the level of service being provided, the City operates a Call Center and tracks service deficiencies and other calls from its customers. Every call to the Call Center generates a request. For the purpose of this contract, requests will be categorized into four (4) categories:
- (a) Service Deficiency,
 - (b) Call for Service,
 - (c) Same Day Miss,
 - (d) Miscellaneous.
- E9.3 Service deficiencies are typically, but not limited to, instances of:
- (a) Missed collection,
 - (b) Dangerous driving,
 - (c) Safety violations as indicated in D13,
 - (d) Poor Employee behaviour as indicated in D14,
 - (e) Damage to private or public property,
 - (f) Excessive noise,
 - (g) Theft.
- E9.4 Where collection has not been provided in accordance with D2.2 and a Service Deficiency is generated, and there is no record of a notice being delivered, the Contractor will be notified of the service deficiency and shall return a second time to the location for collection at no additional cost to the City. The Contractor shall remedy the service deficiency within twenty-four (24) hours of receipt, and report back to the City within forty-eight (48) hours of receipt, the time and date when the remedy occurred. Failure to do so will result in a penalty of seventy-five dollars (\$75.00) per occurrence.
- E9.5 The City reserves the right, during the period of this contract, to 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.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at his/her place of residence; or
 - (b) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <http://www.commissionaires.mb.ca/> .