

THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 943-2011

SUPPLY AND DISTRIBUTION OF GARBAGE AND RECYCLING CARTS

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND DISTRIBUTION OF GARBAGE AND RECYCLING CARTS

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, January 20, 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 9 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 materials, equipment, methods and products 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 seven (7) 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 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.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B13.
- B5.9 No later claim by the Contractor for an addition to the 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.
- B5.10 Notwithstanding B5.2 to B5.9, and in accordance with B6.7, 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 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.5 If the Bid Submission 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

- B6.5.1 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.
- B6.6 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.7 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).
- B6.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.
- B6.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B7. BID

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

- B7.4 Paragraph 11 of Form A: Bid shall be signed in accordance with the following requirements:
 - (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B7.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B7.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B8. PRICES

- B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B8.1.1 Prices on Form B: Prices shall include:
 - (a) duty;
 - (b) freight and cartage;
 - (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
 - (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.
- 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.

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.
 - (d) Provide, on the request of the Contract Administrator, samples of the Carts and evidence that the Carts meet the technical requirements noted in E1.
- B9.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/debar.stm
- B9.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
 - (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- B9.4 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.
- B9.5 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 Total 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
- 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 10 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 10 of Form A: Bid.

B12. WITHDRAWAL OF BIDS

- B12.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B12.1.1 Notwithstanding 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.

- 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 11 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 11 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B12.1.3(b), declare the Bid withdrawn.
- B12.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B11.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B13. EVALUATION OF BIDS

- B13.1 Award of the Contract shall be based on the following bid evaluation criteria:
 - (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
 - (c) Total Bid Price; 100%
 - (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 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.
- B13.3 Further to B13.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.
- B13.4 Further to B13.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B13.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B13.4.2 Further to B13.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B13.5 This Contract will be awarded as a whole.

B14. AWARD OF CONTRACT

- B14.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B14.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

- B14.2.1 Without limiting the generality of B14.2, the City will have no obligation to award a Contract where:
 - (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Bid is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B14.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B13.
- B14.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.
- B14.4 Notwithstanding C4 and Paragraph 6 of Form A: Bid, 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

CO. 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. BACKGROUND

- D2.1 The current method for garbage collection in the city of Winnipeg is:
 - (a) AutoBin collection in North West Area Zone One A. Currently there are approximately 24,000 premises serviced by AutoBin collection.
 - (b) Cart collection in North West Area Zone One B. Currently there are approximately 43,000 premises serviced by automated Cart collection of garbage.
 - (c) Manual collection of garbage Zone Two east of the Red River.
 - (d) Manual collection of garbage Zone Three south of the Assiniboine River and West of the Red River.
- D2.2 The current method for residential recycling collection in the city of Winnipeg is manual collection using blue boxes.
- D2.3 The current method for Multi-Family Recycling collection is Cart collection using 360L Carts.
- D2.4 Under new collection contract the City plans to implement 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.
- D2.5 The City of Winnipeg will be issuing separate contracts in 2012 for the following related work:
 - (a) Integrated Solid Waste Collection Services . (Bid Opportunity number 864-2011)
 - (b) The Disposal of AutoBins (Bid Opportunity number 1028-2011).
- D2.6 Coordination in the AutoBin area must minimize service disruptions. It is expected that the AutoBin removal contractor will remove bins immediately after the final AutoBin collection. It will be essential to deliver Carts to premises before Autobin removal or no later than 24 hours after AutoBin removal.
- D2.7 Upon award of Contract the City of Winnipeg, along with the successful contractors (Collection, Carts, AutoBin removal) will coordinate the implementation of collection services.

D3. SCOPE OF WORK

- D3.1 The Work to be done under the Contract shall consist of supply, delivery and distribution of approximately 340,000 garbage and recycling Carts.
- D3.2 The major components of the Work are as follows:
 - (a) Supply and delivery of 343,500 garbage and recycling Carts;
 - (b) Distribution of 343,500 Carts to approximately 190,000 premises throughout the City of Winnipeg;
 - (c) Retrofitting RFID tags to approximately 9000 existing recycling Carts at Multi-Family Buildings throughout the City of Winnipeg;
 - (d) Supply of an accurate Cart Inventory File compatible with the City's requirements.

- D3.3 The Work shall be done on a scheduled basis in accordance with E7.2; and on an "as required" basis during the remainder of the Contract.
- D3.4 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D4. DEFINITIONS

- D4.1 When used in this Request for Proposal:
 - (a) "AutoBin" Means a container of steel construction with volume from 300 to 600 gallons, collected using an automated side-loading commercial-bin truck containers; also known as EMCO.
 - (b) "Automated Collection" means the emptying of the Carts using a fully automated or semi-automated system.
 - (c) "Cart" means a rigid plastic, two-wheeled container subject to ANSI Z245.30 and Z245.60;
 - (d) "Cart Inventory File" means a comma-separated text file which contains, at a minimum, for each Cart distributed: the address, GPS location, RFID identifier, serial number, barcode (if applicable), size, colour, and model number.
 - (e) "Collection Contractor(s)" The entity or entities contracted by the City to collect recyclables, yard waste and garbage from locations in the City of Winnipeg. These services will be provided by between 1 and 4 entities pending the award of Bid Opportunity number 864-2011.
 - (f) "Collection Day" means a day of the week when collection of recycling or garbage takes place. There are 5 collection days per week.
 - (g) "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.
 - (h) "PPE" means personal protective equipment.
 - (i) "RFID" means Radio Frequency Identification.
 - (j) "QA" Means Quality Assurance
 - (k) "QC" Means Quality Control
 - (I) "Residential Premises" means a premise or part thereof, used as a place abode, up to and including seven (7) separate units.
 - (m) "PCR" means Post Consumer Recycled. Materials which have been recovered after use by consumers, as opposed to recycled materials coming from an industrial process.
 - (n) "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.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Alexander Singbeil, P. Eng. Engineer Designate

Telephone No.: (204) 986-2962 email: asingbeil@winnipeg.ca

D6. NOTICES

D6.1 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

D7. AUTHORITY TO CARRY ON BUSINESS

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

D8. INSURANCE

- D8.1 The Contractor shall provide and maintain the following insurance coverage:
 - (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
 - (b) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least five million dollars (\$5,000,000.00), to remain in place at all times during the performance of the Work;
- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4, for the return of the executed Contract.
- D8.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D9. SAFE WORK PLAN

- D9.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least twenty (20) Business Days prior to the commencement of any delivery or distribution Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D9.2 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

D10. IMPLEMENTATION PLAN

- D10.1 The Contractor shall provide to the Contract Administrator an implementation plan within 10 working days of the award of Contract.
- D10.2 The implementation plan shall demonstrate a viable means to achieve City's objectives outlined in D2, D3, and E8. The implementation plan shall contain the following elements in the order outlined below:
 - (a) Schedule The Contractor shall provide:

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 - a preliminary implementation schedule which meets the timelines provided in E8.2; including but not limited to milestones such as logo design, proof, Cart manufacturing, Cart delivery to the proposed storage area(s), assembly and Cart distribution to specified premises;
 - (ii) a Gantt chart summarizing all elements showing dependencies and critical path.
 - (b) Personnel Identify the key contact(s) for the City of Winnipeg.
 - (c) Contingency plan Plan in case of delays to production, shipping or distribution caused by weather, workforce, Collection Contractor(s), or other circumstances.
 - (d) Safety and Environment Outline plans, procedures, training, certifications and policies that address pertinent matters including safety and environmental management. Include a plan for dealing with violations or complaints from the Contract Administer or members of the public. Special attention should be paid to describing procedures to protect the safety of field personnel.
 - (e) Problem reporting and resolution Describe proposed process.
 - (f) Staging Requirements Requirements for staging area(s) for storage, assembly and distribution.
 - (g) QA/QC Plan for and details on the quality control and quality assurance for distribution to premises and Cart retrofits. Special attention should be paid to ensuring Cart Inventory File quality (addresses accurately tied to RFID, serial number and barcode if applicable), and ensuring all RFID tags remain affixed for the duration of the Contract, including the Warranty period.
 - (h) Technical
 - (i) Technical literature depicting critical dimensions including diagrams depicting areas for graphics application Hot Stamp and In Mould Label areas.
 - (ii) Provide In Mould Label (IML) graphic sample, and include example images of the capabilities of hot stamped graphics showing maximum graphical detail.
 - (iii) Axle and lid assembly description and diagrams.
 - (iv) Describe the ability of the Carts to be nested.
 - (v) Identify the typical Cart stack height, as shipped.
 - (vi) Trailer load quantities.
 - (vii) Maximum recommended stack heights.

D11. COMMENCEMENT

- D11.1 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.
- D11.2 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 D7;
 - (ii) evidence of the workers compensation coverage specified in C6.16;
 - (iii) evidence of the insurance specified in D8;
 - (iv) the safe work plan specified in D9; and
 - (v) the implementation plan specified in D10.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D11.3 The City intends to award this Contract by February 21, 2011.
- D11.3.1 If the actual date of award is later than the intended date, the date specified for Delivery will be adjusted by the difference between the aforementioned intended and actual dates.

D12. DELIVERY

- D12.1 The City will provide up to four (4) staging sites which may be used by the Contractor for storage, assembly and distribution of Carts. The staging area will consist of warehouse(s) with truck access and washroom facilities. The costs for staging areas shall be borne by the City.
- D12.2 All handling, unloading, or loading of Carts will be the responsibility of the Contractor.
- D12.3 The Contractor shall:
 - (a) notify the Contract Administrator or his/her designate, at least two (2) Business Days before delivery; and
 - (b) provide an electronic file, for each delivery, which shall include the RFID number and corresponding serial number of each Cart in that delivery.

D13. LIQUIDATED DAMAGES

- D13.1 If the Contractor fails to achieve delivery of the goods within the time specified in E8.2 the Contractor shall pay the City:
 - (a) five thousand (\$5000.00) per recycling Collection Day for each and every recycling collection day until the recycling Carts have been distributed; and
 - (b) five thousand (\$5000.00) per garbage Collection Day for each and every garbage collection day until the Garbage Carts have been distributed.
- D13.2 The amount specified for liquidated damages in D13.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Delivery by the day fixed herein for same.
- D13.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

MEASUREMENT AND PAYMENT

D14. INVOICES

- D14.1 Further to C10, the Contractor shall submit an invoice for fully assembled and functional Carts distributed to specified addresses to the Contract Administrator identified in D5.1.
- D14.2 Invoices must clearly indicate, as a minimum:
 - (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) the amount payable with GST and MRST shown as separate amounts; and
 - (d) the Contractor's GST registration number.
- D14.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D15. PAYMENT

D15.1 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D16. PAYMENT SCHEDULE

D16.1 Further to C10, payment shall be made upon successful distribution of the Carts to the specified premises.

- D16.1.1 A holdback of 10% shall apply to payments made in accordance with D16.1. The holdback shall be released on receipt of a satisfactory and verified final Cart Inventory File. The City anticipates this verification should take no longer than sixty (60) days.
- D16.2 The verification of the Cart Inventory File will be performed through checks of data by City of Winnipeg IT staff and may include comparison with data obtained from readers on collection trucks or through manual sampling. An error rate of one tenth of one percent (0.1%) of the Carts shall be acceptable. Errors due to omissions in the address list provided by the City shall not count towards the error rate.
- D16.3 Payments for Carts purchased under the standing order will be paid Net 30 days from receipt of the Goods, or the Contractor's Invoice whichever is later.
- D16.4 Payments for cart retrofits and supply of RFID readers will be paid Net 30 days from receipt of the Goods, or the Contractor's Invoice whichever is later.

WARRANTY

D17. WARRANTY

- D17.1 Notwithstanding C11, the warranty period shall begin on the date of Total Performance and shall expire ten (10) years thereafter unless extended pursuant to C11.3, in which case it shall expire when provided for thereunder.
- D17.2 Carts delivered as part of the standing order outlined in E3, shall have a warranty period beginning on the date of delivery for the additional Carts ordered. Otherwise the warranty for Carts ordered by Standing Order shall be the same as all other Carts.
- D17.3 If a systematic failure under normal operating conditions is experienced, or any concern regarding the performance of the Carts arises, the Contractor shall provide an onsite representative to investigate, make recommendations to reduce failure rate and prepare a schedule of reimbursement or replacement of the broken Carts.
- D17.4 The warranty is understood to include, but is not limited to:
 - (a) Failure of the lid to prevent rainwater from entering the Cart when lid is closed;
 - (b) Damage to the Cart body, the lid or any component part through opening or closing of the lid:
 - (c) Failure of the body or lid to maintain its original shape;
 - (d) Failure of the wheels to provide continuous, easy mobility, as originally designed;
 - (e) Failure at attachment points for lids, hinges, wheels or other points of attachment;
 - (f) Cracking, fading, splitting, peeling, weathering, degradation and/or lowered ultraviolet resistance to aging in the course of normal operational use:
 - (g) Failure of any information, RFID, markings, graphics, numerals, dating, lettering, language or symbols on Carts to be clearly legible or electronically readable;
 - (h) Failure of any portion of the bottom of the Cart body to remain impervious to damage or wear-through after repeated contact with rough and abrasive surfaces;
 - (i) Failure of the Cart through the normal use of automated collection equipment;
 - (j) All transportation and other incidental charges to ship replacement parts to the City of Winnipeg.
 - (k) The Contractor shall be responsible for the City of Winnipeg's administrative and repair costs incurred to repair or replace Carts that fail for reasons covered by Warranty, these will be assessed to the contractor with each warranty claim in the amount of \$20 per incident

PART E - SPECIFICATIONS

GENERAL

E1. SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- 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. CART SPECIFICATIONS

E2.1 ANSI Compliance:

- (a) All Carts shall meet the most recent version of the ANSI Z245.30 and ANSI Z245.60 standards.
- (b) The Contractor shall provide proof of compliance, including independently certified copies of all test results (ANSI Z245.30-2008 Appendices A to F) for each size of Cart, at the request of the Contract Administrator.
- (c) All Carts shall be designed for lifting by both a fully automated lifting system (ANSI Type G) and a North American style semi-automated lifting system (ANSI Type B).

E2.2 Geometry & Physical Properties:

- (a) Cart body shall be free of pockets, recesses or intrusions which could trap material or interfere with the discharge of material. The shape of the body shall ensure the free flow of solid waste material from Cart when dumped.
- (b) The top of the Cart body shall be moulded with a reinforced rim to add structural strength and stability to the Cart and to provide a flat surface for lid closure.
- (c) The Cart shall resist abrasions and be a suitable thickness in all wear areas in order to prevent holes forming especially along the bottom edge of Cart.
- (d) Lids shall be securely attached to the Cart and be hinged to open by gravity when being dumped.
- (e) Wheel diameter on 240 litre and 360 litre Carts shall be a minimum accepted industry standard 250mm (10") and have a minimum tread width of 40mm (1.5").
- (f) The treads shall be rubber or other low noise design acceptable to the Contract Administrator.
- (g) Carts shall function without damage in typical Winnipeg seasonal temperature variations ranging from -40C to +40C
- (h) The axle shall be affixed so that it cannot be corroded by material, or become jammed or entangled by material in the Cart.
- (i) The handle will be an integrally moulded part of the Cart body and shall not rotate on its own axis and shall have grip openings of sufficient size to accommodate gloved hands.
- Each lid shall be easily opened with gloved hands and shall not expose the user to material residue.
- (k) Minimum weight capacity shall be 0.3 kg per litre of declared volume capacity.
- (I) All Garbage Carts shall be the same colour; supplied in black, or the darkest shade of grey available. Lids shall match the colour of the body.
- (m) Recycling Carts shall be supplied in the colour of blue. Lids shall match the colour of the body.

E2.3 Wind

- (a) The Cart must have a wind stability rating in all directions and when empty of no less than 50 km/h without tipping over.
- (b) The lid shall not blow open from a fully closed position at speeds below 50 km/h.

E2.4 Maintenance

- (a) Parts on the Cart shall replaceable with relative ease and without the use of specialised tools.
- (b) The Contractor shall provide an inventory of spare parts as noted in E4 expressed as a percentage of the total number of Carts supplied. These items shall be incidental to the contract.

E2.5 Corrosion and Weathering

- (a) Each Cart shall be outfitted with axles which are corrosion resistant and securely attached to Cart.
- (b) The colour and shade of the Carts shall be consistent and without noticeable variation from one Cart to another.
- (c) The Cart shall be protected against colour fading and stabilizing against ultraviolet rays. Upon request, the Contractor shall provide manufacturers sheet detailing UV stabilization.

E2.6 Identification:

- (a) All Carts shall have a UHF type RFID tag attached. The tag must be placed in such a way that it is not easily visible and cannot be easily removed, and must be readable from the hopper mounted readers of a typical collection truck. The RFID tags will be compatible with EPC Class 1 Gen 2 and/or ISO 18000-6c RFID tag standards. The RFID tags must contain a 24 character unique identifier.
- (b) The RFID tag should utilise current technology and must be readable/writable and capable of operating in extreme temperature conditions -40C to +65C
- (c) The RFID shall not duplicate any of the identifiers issued to existing Carts.
- (d) The RFID tag must be capable of being read from a distance of 1.5m (5ft.)
- (e) Each Cart will have a serial number hot stamped in white, on the Cart body. Numbering should be 25mm (1") high.
- (f) The serial number format will be determined in consultation with the manufacturer, but shall at a minimum:
 - (i) Allow for a minimum of one million unique identification numbers;
 - (ii) Be compatible with and avoid duplication of the serial numbers issued to approximately 45,000 existing garbage Carts.
- (g) The Contractor shall use a method for scanning carts which eliminates the transcription errors and reading RFIDs of carts other than those intended, for example bar codes or short range RFID readers shall be acceptable
- (h) The City prefers that all Carts have a barcode affixed, in order to supplement the RFID for use during the delivery.
- (i) The City prefers that bar codes, RFIDs and serial numbers be recorded for each Cart prior to leaving the factory; such that scanning the barcode of any Cart will allow one to obtain the corresponding RFID and serial number of that same Cart from the Inventory File.
- (j) A contractor not including bar codes should provide additional information in their Implementation Plan detailing how errors such as manual transcription, or reading the wrong Cart's RFID shall be prevented.

E2.7 Graphics and Lettering

- (a) Carts shall be hot-stamped with a one colour City logo, the design to be provided by the City.
- (b) Carts must be hot stamped (white) with an address label block at least 50mm (2") x 150mm (6").
- (c) Carts must be hot stamped on the lids or front of body with a graphic similar to the concept graphic detailed in F1
- (d) The recycling Carts shall bear one hot stamped recycling mobius not less than 10 cm square.
- (e) The recycling Carts shall bear one hot stamp graphic similar to the concept graphics detailed in Part F2.

E2.8 Recycled Content

- (a) The performance and durability of the Carts shall not be compromised by inclusion of the proposed recycled content.
- (b) The garbage Carts shall contain not less than 25% post-consumer recycled content. For manufacturing flexibility this shall apply to the average recycled resin content of all garbage Carts ordered. Where possible the PCR should include coloured resin.
- (c) The recycling Carts shall contain not less than 10% post-consumer recycled content. For manufacturing flexibility this clause shall apply to the average recycled resin content of all recycling Carts ordered. Where possible the PCR should include coloured resin.

E3. STANDING ORDERS FOR GARBAGE AND RECYCLING CARTS

- E3.1 Carts for the standing order shall be identical to those bid for the garbage and recycling Carts.
- E3.2 The price shall be valid for 5 years, with an option to renew for an additional 5 years, subject to an agreement to extend by Contractor and the Contract Administrator.
- E3.3 Prices for standing order Carts shall include delivery and unloading to a City storage facility. The price should be based on whole trailer load orders. The contractor should be aware that the City storage facility may not include a loading-dock.
- E3.4 The unit prices specified on Form B: Prices for standing orders will be adjusted at the time of the order based on the increase or decrease in resin prices.
- E3.4.1 Prices shall be established by comparing the average resin price during the period beginning 3 months prior to the order with the average price of resin for the period beginning three months prior to the award of the contract. The difference between the resin prices will be converted to Canadian dollars per kilogram at the rates stated in E3.4.3 and E3.4.4 and then multiplied by the mass of resin in the Carts (Body and Lid) to establish a price adjustment per Cart.
- E3.4.2 Resin prices shall be obtained from "Plastics News" or another third party index approved by the Contract Administrator, using the resin price relevant in the Contractors chosen manufacturing process.
- E3.4.3 Conversion from pounds (lbs) to kilograms (kg) shall be at the rate of 1 lbs = 0.454 kg.
- E3.4.4 For the purposes of calculating the adjustment in E3.4.1 the conversion from US to Canadian dollars shall be at the Bank of Canada noon rate as posted on the day of the order.
- E3.4.5 The Contractor shall submit all adjustment calculations with their invoice for verification by the Contract Administrator.
- E3.4.6 The price adjustments outlined in E3.4.1 shall come into effect after the first anniversary of the contract award.

- E3.5 Spare parts shall be supplied with Carts ordered under the standing order at the same rates as outlined in E4. Where the number to be supplied is not a whole number it shall be rounded up to the nearest whole number.
- E3.6 D12.3 shall apply to Carts delivered under the standing order.

E4. SPARE PART SUPPLY

E4.1 The Contractor shall supply the City with spare parts for all Carts distributed in the following quantities:

Spare Parts Requirements

	Garbage Carts		Recycling Carts	
	240 litre	360 litre	240 litre	360 litre
Wheel & Axle Assemblies	0.5 %	0.5 %	0.5 %	0.5 %
Lids Assemblies	0.5 %	0.5 %	0.5 %	0.5 %

E4.2 The cost of spare parts shall be incidental to the contract.

E5. OWNERSHIP OF CARTS

- E5.1 The Carts included in the initial program roll-out and implementation stage will remain property of the Contractor until delivery of fully assembled and functional Carts is confirmed at premises through regular updates of a Cart Inventory File. Once delivery is confirmed the Carts will become property of the City.
- E5.2 Transfer of ownership shall not require verification of the data accuracy of the Cart Inventory File data.
- E5.3 Additional Carts ordered under the standing order will become property of the City upon delivery.

E6. HAND HELD RFID READERS

- E6.1 The contractor shall supply the City with RFID readers compatible with RFID tags used on Carts.
- E6.2 Hand held RFID reader shall be capable of reading RFID tags in extreme temperature conditions -40C to +65C.
- E6.3 Readers shall be capable of reading both RFID as well as one-dimensional bar codes.
- E6.4 Hand held readers are to be equipped with GPS so that Cart locations can be geo-referenced.
- E6.5 Batteries shall be readily available and preferably of a non-proprietary or standardised type, for example: "AA".
- E6.6 Upon request from the Contract Administrator, the Contractor shall provide specifications for the proposed hand held RFID reader model.

E7. RFID TAG RETROFIT

E7.1 The City of Winnipeg currently owns approximately nine thousand (9000) 360L recycling Carts primarily manufactured by Shaffer. These are distributed through-out the city mostly to Multifamily Buildings. These Carts do not currently possess RFID tags.

- E7.2 The contractor shall install RFID tags to the existing Carts. The RFID tags shall meet the same criteria as noted in E2.6. The preferred installation location is insertion to the handles
- E7.3 The contractor shall have the option to install RFID tags in the field or in the staging as long as there is no disruption to services. The contractor shall also have the option of completing this work at any time between Commencement and October 26, 2012.
- E7.4 The contractor shall add all retrofitted Carts into the same Cart Inventory File as used for new Carts. The contactor shall obtain a geo-referenced location, and serial numbers for each retrofitted Cart and include it in the Cart Inventory File in the same fashion as for new Carts. The Contractor is not responsible for obtaining information which cannot be reasonably obtained from the existing Carts.
- E7.5 The warranty on the RFID tags retrofitted shall be the same as for those affixed to or installed in new Carts.
- E7.6 A detailed inventory of existing recycling Carts will be provided to the Contractor prior to commencement of Cart distribution. Where existing recycling Carts appear in the City supplied lists but cannot be located in the field, a record shall be created in the Cart Inventory File with a note that no Cart could be found and no RFID tag was installed.
- E7.7 The Contractor shall be paid only for the number of Carts retrofitted with tags.
- E7.8 The City may request additional tags identical to those used by the Contractor for purposes of tagging Carts which could not be found by the Contractor.

E8. CART DISTRIBUTION TO PREMISES

- E8.1 The City of Winnipeg intends to have all Carts distributed to premises by September 30th, 2012. Distribution is expected to be in two phases. The first phase will begin April 2, 2012, weather permitting; the second phase will begin July 30, 2012.
- E8.2 Cart distribution will be coordinated with the Collection Contractor(s) so that Carts are delivered on a just-in-time basis prior to the first automated collection in a particular area of the city. The distribution rate is expected to be 15,000 Carts per week in Phase 1, and 35,000 Carts per week in Phase 2.
- E8.3 The City expects internal manpower constraints to limit the number of contractor distribution crews to no more than eight in the field at a time. Additional crews, beyond eight, shall require approval by the contact administrator.

	Garbage Carts		Recycling Carts	
	240 litre	360 litre	240 litre	360 litre
Minimum Delivery Rate April 2 nd to May 28 th	7,500 Carts per week	As required	7,500 Carts per week	As required
Minimum Delivery Rate July 30 th to September 30 th	15,000 Carts per week	As required	20,000 Carts per week	As required
On or Before September 30 th 2012	All Remaining Carts	All Remaining Carts	All Remaining Carts	All Remaining Carts

- E8.4 Distribution will take place in the week prior to the beginning of collection in any area and no later than 24 hours before collection. For example, if collection for a particular area is scheduled by the Collection Contractor(s) to begin on Wednesday July 25th, deliveries in this area shall take place between Thursday July 19th and Monday July 24th.
- E8.5 Both 240 and 360 litre carts will be distributed such that collection may begin on all types of premises on the schedule decided in consultation with the Contract Administrator and Collection Contractor(s).
- E8.6 Unless advised otherwise, Carts delivered by the Contractor or their subcontractor will be delivered to the front street, and placed on the boulevard.
- E8.7 The City of Winnipeg will provide a distribution list tailored for each area in the city. The lists will be coordinated with the implementation schedule agreed to by the Contractor, the City and the Collection Contractor(s). The distribution list will contain addresses and Cart quantities and will be formatted for importing to Handheld RFID Readers. Maps of the areas will also be provided.
- E8.8 The Contractor will be responsible for obtaining an accurate list which ties the RFID, visual serial number, and GPS location of each Cart distributed to the appropriate address to which it was distributed.
- E8.9 Assembly of Carts is the responsibility of the Contractor.
- E8.10 Distribution of Carts shall include delivery of a kit to each premise throughout the city of Winnipeg. The kits shall be affixed to the cart in such as way as to be easily accessible to citizens and protected from weather. Placing of kits within the Carts is not acceptable. The kit will typically include:
 - (a) Educational materials.
 - (b) 2 paper yard waste collection bags.
- E8.11 In the case of Multi-family Buildings the number of kits supplied and the content shall vary depending on the building type and number of units. Multi-family Building may or may not receive paper yard waste bags.
- E8.12 The City shall provide detailed lists outlining the quantity of Carts, kits, and content of kits to be delivered to each address.
- E8.13 The supply of an enclosure for kit materials and the device or method for affixing them to carts (if required) shall be the responsibility of the Contractor and shall hold at a minimum the materials outlined in E8.10.
- E8.14 Assembly of the kits and affixing the kits to Carts is the responsibility of the Contractor. The City will supply the educational materials and the paper yard waste bags.

E9. CONDUCT, CHARACTER AND EMPLOYMENT OF EMPLOYEES

E9.1 Employees of the Contractor, including subcontractors, shall be alert, polite and courteous towards the public at all times. The Contractor shall employ on the Work (assembly and delivery, and any other work deemed appropriate) only orderly, competent and skillful workers. The Contractor shall further ensure that a high standard of service, courtesy and consideration is exhibited in all of its dealings with residents, visitors and the general public, and that it conducts all of its operations, including its administrative functions, with the utmost regard for enhancing public relations; and in recognition of the need to uphold and maintain the positive public image of the City of Winnipeq.

E10. APPEARANCE OF EMPLOYEES

E10.1 Employees shall be neat and well groomed at all times. The Contractor shall ensure that all employees, including subcontractors, involved with the Cart distribution operations are provided

with all necessary safety equipment and identification tags (with picture) that clearly identifies them as being associated with Winnipeg's automated garbage collection program. Staff shall have tags in their possession at all times while performing the work of this Contract.

- E10.2 The identification tag details shall be reviewed and approved by the Contract Administrator at least thirty (30) days before the start of the Cart distribution.
- E10.3 Upon completion all tags shall be collected from staff for destruction. The Contractor shall provide a procedure, subject to approval by the Contract Administrator, to ensure complete collection of all identification tags.

E11. SAFETY

- E11.1 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.
- E11.2 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.
- E11.3 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.

E12. PROMOTION AND EDUCATION

- E12.1 The City is responsible for educating the public on the proper usage of the Cart and the benefits of switching from manual to automated garbage collection.
- E12.2 The Contractor is responsible for distributing kitted promotion and education material with the delivery of the Carts.
- E12.3 All assembly and delivery staff of the Contractor will attend, at a minimum, a one hour information session provided by the City in order to become familiar with the automated collection program and be able to outline key elements of the program should they be approached by citizens during Cart delivery. The City reserves the right to have additional promotion and education staff, hired by the City to accompany each delivery crew.

E13. CART DELIVERY ISSUES

E13.1 Prior to verification of the final Cart Inventory File, if there are any problems or issues with the delivery of any Cart (including missed delivery, duplicate delivery, a damaged car, or a soiled Cart), the Contractor is required to take corrective action to resolve the problem within five working days of receipt of notice from the City. If the Contractor fails to do so, the City may take corrective action and recover all costs of so doing from the Contractor, including a reasonable mark-up for administrative costs.

E14. MEDIA RELATIONS

- E14.1 The Contractor will immediately notify The City of Winnipeg, Media Line (204-986-6004) of all requests for media interviews related to providing services to the City before responding to any inquiries, the Contractor will discuss proposed response with the Contract Administrator or their designate.
- E14.2 Copies of draft news releases or proposed trade journal articles will be submitted to the Contract Administrator or their designate for review and approval at least five (5) working days in advance of release.
- E14.3 Copies of articles resulting from media interviews or news releases will be provided to the Contract Administrator or their designate within five (5) days after publication.

E15. DATA SHARING

E15.1 The updates to the Cart Inventory File shall be provided, at a minimum, on a weekly basis and shall include all Carts distributed in the previous week. The Contractor should be aware that verification of the Cart Inventory File will require comparison with data obtained by the Collection Contractor and or sample checks in the field. Time required for verification may be shortened by ensuring consistent and regular updates of the Cart Inventory File as distribution progresses.

PART F - GRAPHICS

F1. CONCEPTUAL GRAPHIC APPLICABLE TO ALL CARTS

Placing your cart

1 Place it

Place the cart on the street or lane with the wheels against the curb or the edge of the road.

2 Point it

Point the arrow on the cart lid to the centre of the road.

3 Space it

Allow one arm's length clearance on all sides of the cart.

4 Return it

Take your cart back onto your property as soon as possible after collection.

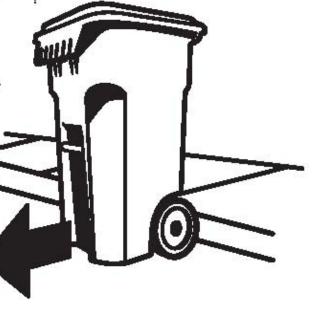


For more tips on using your recycling cart or to get this information in French, visit our website at

winnipeg.ca/waterandwaste

Using your cart

- Do not overfill the cart. Overfilled carts will not be emptied.
- Do not leave recycling beside or on top of your cart. Only recycling inside the cart will be collected.
- Keep the lid closed at all times. Lids that are left open on collection day can be damaged when the cart is emptied.



F2. CONCEPTUAL GRAPHIC APPLICABLE TO RECYCLING CARTS



Items you **CAN** put in your cart

Containers

- plastic containers with a recycling triangle on the bottom, including all bottles, pails, tubs, and jugs
- drink cans
- food cans
- milk and juice cartons
- •juice boxes
- •glass jars and bottles

Paper

- newspapers and inserts, flyers and junk mail
- magazines, phone books, household paper, envelopes

Cardboard

- cardboard egg cartons, cardboard tubes
- cardboard boxes, (e.g., cereal, cracker, tissue, laundry, shoe, and packing boxes), flattened and no larger than 1 metre (39 inches) in any direction



Items you CAN'T recycle

- plastic bags, plastic packaging, cellophane
- plastics without a recycling triangle
- plastics that are not a container (e.g., laundry baskets, plastic forks, knives and spoons)
- containers with a hazardous material symbol (e.g., corrosive, explosive, poison, flammable)









CORROSIVE EXPLOSIVE FLAMMABLE POISON

- aluminum foil, foil pie plates, foil food containers
- foam cups, foam food containers
- foam packing materials
- foam egg cartons, foam meat trays
- ·mirrors, window glass, broken glass
- light bulbs, drinking glasses, ceramics, cookware
- scrap metal

Don't sort them. Don't tie them.

Just empty them and toss them in loose. And NO plastic bags!



For more tips on using your recycling cart or to get this information in French, visit our website at

winnipeg.ca/waterandwaste