



THE CITY OF WINNIPEG

TENDER

TENDER NO. 298-2020

**SUPPLY AND DELIVERY OF CURBSIDE CARTS AND STARTER KITS FOR FOOD
WASTE COLLECTION**

Attention Bidders:

**Bids for this Tender are being accepted by mail, facsimile transmission
or by email (See B7.4). No personal delivery or courier.**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND DELIVERY OF CURBSIDE CARTS AND STARTER KITS FOR FOOD WASTE COLLECTION

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, June 3, 2020.

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

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.5 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. CONFIDENTIALITY

B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Tender to the media or any member of the public without the prior written authorization of the Contract Administrator.

B5. ADDENDA

B5.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.4 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.
- B5.5 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.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

B6. SUBSTITUTES

- B6.1 The Work is based on the materials, equipment, methods and products specified in the Tender.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/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.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.

B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/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 B16.

B6.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. BID SUBMISSION

B7.1 The Bid shall consist of the following components:

- (a) Form A: Bid;
- (b) Form B: Prices;

B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.

B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.

B7.4 The Bid Submission may be submitted by mail, facsimile transmission, or by email.

B7.5 If the Bid Submission is submitted by mail, it shall be enclosed and sealed in an envelope clearly marked with the Tender number and the Bidder's name and address, and shall be mailed to:

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

B7.5.1 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 Tender number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.

B7.6 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204-949-1178.

B7.6.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time or guarantee the successful receipt of a faxed Bid Submission.

B7.7 If the Bid Submission is submitted by email, it shall be submitted to purchasing@winnipeg.ca.

B7.8 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.

B7.9 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B16.1(a).

B8. BID

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

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

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

B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

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

B8.4 Paragraph 12 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;
- (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.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

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

B9. PRICES

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

B9.1.1 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.

B9.1.2 Prices on Form B: Prices shall not include Environmental Handling Charges (EHC) or fees, which shall be extra where applicable.

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

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

B10. DISCLOSURE

B10.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full

disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B10.2 The Persons are:

- (a) Rehrig Pacific Company – size and features of curbside residential carts
- (b) IPL (Innovative Packaging Leaders) – size and features of curbside residential carts

B11. CONFLICT OF INTEREST AND GOOD FAITH

B11.1 Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B11.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Tender process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

B11.3 In connection with its Bid, each entity identified in B11.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B11.4 Without limiting B11.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B11.5 Without limiting B11.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;

- (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B11.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B11.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B12. QUALIFICATION

B12.1 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.

B12.2 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 <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

B12.3 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) upon request of the Contract Administrator, provide the Security Clearances as identified in PART F -

B12.4 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.

B12.5 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.

B13. OPENING OF BIDS AND RELEASE OF INFORMATION

B13.1 Bids will not be opened publicly.

- B13.2 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>
- B13.3 After award of Contract, the name(s) of the successful Bidder(s), their address(es) 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>
- B13.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B13.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B14. IRREVOCABLE BID

- B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Bid.
- B14.2 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 until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Bid.

B15. WITHDRAWAL OF BIDS

- B15.1 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.
- B15.1.1 Notwithstanding C20, 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.
- B15.1.2 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 12 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B15.1.3 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 12 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Bid withdrawn.
- B15.2 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 B14.2 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.

B16. EVALUATION OF BIDS

- B16.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B6;
- B16.2 Further to B16.1(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.
- B16.3 Further to B16.1(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 qualified.
- B16.4 Further to B16.1(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.
- B16.4.1 Further to B16.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B16.5 This Contract will be awarded as a whole.

B17. AWARD OF CONTRACT

- B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B17.2 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 qualified, and the Bids are determined to be responsive.
- B17.2.1 Without limiting the generality of B17.2, 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.
- B17.3 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B16.
- B17.3.1 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.
- B17.4 Notwithstanding C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B17.5 The Contract Documents, as defined in C1.1(p), 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 the Supply of Goods* (Revision 2020-01-31) 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 Tender to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall include the following

- (a) Supply of approximately 4,000 two wheeled carts with a volume of approximately 120 litres;
- (b) Supply and assembly of Starter Kits consisting of a kitchen container and other materials (other materials supplied by the City);
- (c) Assembly and delivery of Carts and Starter Kits to specified addresses within Winnipeg, Manitoba;
- (d) A City compatible Cart Inventory File for distributed Carts; and,
- (e) All other Work items described in the Contract.

D3. DEFINITIONS

D3.1 When used in this Tender:

- (a) “**Cart**” means a rigid plastic, two-wheeled container subject to ANSI Z245.30 and Z245.60;
- (b) “**Cart Inventory File**” means a comma-separated text file or Excel-based spreadsheet 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 ;
- (c) “**Delivery**” means transporting the Carts from the Contractor’s manufacturing facility to Winnipeg and having a team in Winnipeg distribute the carts to individual residential addresses supplied by the City of Winnipeg. The address list will be supplied after award;
- (d) “**RFID**” means Radio Frequency Identification;
- (e) “**Starter Kit**” means a Kitchen Container along with educational material and compostable container liners/bags (educational material and compostable liners/bags to be supplied by the City);
- (f) “**Supply**” means manufacturing of the Cart and/or Kitchen Container and delivery to the City of Winnipeg warehouse. Warehouse will be within the City of Winnipeg.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Sam Brask
Technologist 3
Telephone No.: 204- 986-5484
Email Address: sbrask@winnipeg.ca

D5. NOTICES

D5.1 Except as provided for in C20.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor

shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

D5.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D5.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D4.

D5.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155.

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

D6.1 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.

D7. INSURANCE

D7.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, 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 Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.

D7.2 Deductibles shall be borne by the Contractor.

D7.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4 for the return of the executed Contract Documents, as applicable.

D7.4 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.

D8. SAFE WORK PLAN

D8.1 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, but in no event later than the date specified in C4.1 for the return of the executed Contract.

D8.2 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>

D9. SUBCONTRACTOR LIST

D9.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D10. DELIVERY PLAN

D10.1 The Contractor shall provide the Contract Administrator with a Delivery Plan at least twenty (20) Business Days prior to the commencement of any delivery or distribution Work, but in no event later than the date specified in C4.1 for the return of the executed Contract.

D10.2 The Delivery Plan shall address the logistics related to the assembly and delivery of the Starter Kit with the Carts and Kitchen Containers, understanding that the Starter Kit materials will be supplied by the City.

D10.3 The Delivery Plan shall be in accordance with E5 Cart Delivery to Specified Addresses.

D10.4 The Delivery Plan shall include the logistics related to the acquisition of data for the Cart Inventory File (see E11).

D10.5 The Delivery Plan shall be developed and conducted in accordance with E5.

SCHEDULE OF WORK

D11. COMMENCEMENT

D11.1 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.

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 D6;
 - (ii) evidence of the workers compensation coverage specified in C6.16;
 - (iii) evidence of the insurance specified in D7;
 - (iv) the Safe Work Plan specified in D8; and
 - (v) the Subcontractor list specified in D9; and
 - (vi) the Delivery 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.

D12. LIQUIDATED DAMAGES

D12.1 If the Contractor fails to achieve delivery of the goods within the time specified in E5 the Contractor shall pay the City eight hundred dollars (\$800) per Calendar Day for each and every Calendar Day until the goods have been delivered.

D12.2 The amount specified for liquidated damages in D12.1 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.

D12.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D13. COVID-19 SCHEDULE DELAYS

- D13.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public and directives from health authorities and various levels of government, and in close consultation with the Contract Administrator.
- D13.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D13.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. If the Contractor declares that COVID-19 will affect the start date, the Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D13.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D13.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D13.5 The Work schedule, including the durations identified in D11 and E5 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D13.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

MEASUREMENT AND PAYMENT

D14. INVOICES

- D14.1 Further to C10, the Contractor shall submit an invoice for each order 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
Send Invoices to CityWpgAP-INVOICES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca
- D14.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of goods delivered;
 - (e) the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts; and
 - (f) the Contractor's GST registration number.
- D14.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D14.4 Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B7.

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.

D15.2 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D16. WARRANTY

D16.1 Cart Warranty

(a) Notwithstanding C11, and further to C9.7 the warranty period shall begin on the date of delivery and shall expire ten (10) years thereafter unless extended pursuant to C11.3, in which case it shall expire when provided for thereunder.

D16.1.1 The warranty is understood to include, but is not limited to:

- (a) failure of the lid to maintain a tight seal with the body, such that elements such as rain and vermin are prevented from entering the body when the lid is in the closed position;
- (b) damage to the body, the lid or any component part through opening or closing of the lid;
- (c) failure of the body or lid to retain their original shape;
- (d) damage or cracking of the body or lid through normal operating conditions;
- (e) failure of the lower lift bar, causing damage to the bar or cart, through the normal use of automated or semi-automated collection equipment;
- (f) failure of the body and/or lid through the normal use of automated or semi-automated collection equipment;
- (g) distortion or peeling of logos and other City approved information that may be printed or imprinted on the lid or body;
- (h) failure of the wheel and axle mechanism to maintain structural integrity in order to provide continuous and smooth rolling and mobility as originally designed;
- (i) Failure at attachment points for lids, hinges, wheels or other points of attachment;
- (j) Cracking, fading, splitting, peeling, weathering, degradation and/or lowered ultraviolet resistance to aging in the course of normal operational use;
- (k) Failure of any information, RFID, markings, graphics, numerals, dating, lettering, language or symbols to be clearly legible or electronically readable;
- (l) Failure of any portion of the bottom of the body to remain impervious to damage or wear-through after repeated contact with rough and abrasive surfaces;
- (m) Failure of any part of the body and/or lid to conform to the minimum standards as specified herein; and
- (n) All transportation and other incidental charges to ship replacement parts to the City of Winnipeg.

D16.1.2 The Contractor shall be responsible for the City of Winnipeg's administrative and repair costs incurred to repair or replace a Cart that fails for reasons covered by warranty; these

will be assessed to the Contractor with each warranty claim in the amount of \$20 per incident.

D16.1.3 Any advanced inventory and tracking technologies (e.g. Radio-Frequency Identification (RFID), barcodes, etc.) proposed by the preferred Contractor shall have the same minimum 10 year warranty as the cart.

D16.1.4 In the event of any Cart failing, and the preferred Contractor and the City not being able to reach agreement as to the cause of the failure, the decision of the City will govern. The City may engage an independent consultant to assist in determining the cause of the failure. In such event the parties will share the cost of such consultant equally.

D16.1.5 If a systemic failure under normal operating conditions is experienced, or any concern regarding the performance of the Carts arises, the preferred Contractor shall provide an onsite representative to investigate, make recommendations to reduce failure rate and prepare a schedule of reimbursement or replacement of the failed Carts.

D16.2 Kitchen Container Warranty

(a) Notwithstanding C11, the warranty period shall begin on the date of delivery and shall expire five (5) years thereafter unless extended pursuant to C11.3, in which case it shall expire when provided for thereunder.

D16.2.1 The warranty will include, but is not limited to the following:

- (a) Damage to the body, lid, or any component parts through opening and closing the lid;
- (b) Fading and/or change in colour of the body or lid in any way;
- (c) Failure of any part of the body, lid, or any component parts through normal operating conditions;
- (d) Failure of the body and lid to retain their original shape;
- (e) Failure of the body, lid, or any component parts to conform to the minimum standards as specified herein; and
- (f) All transportation and other incidental charges to ship replacement parts to the City of Winnipeg.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- 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 B6. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.

E2. CART SPECIFICATIONS

- E2.1 ANSI Compliance:
- (a) All Carts shall meet the most recent version of American National Standards Institute (ANSI) specifications Z245.30-2008 and Z245.60-2008 for automated carts.
 - (b) The Contractor shall provide proof of compliance, including independently certified copies of all test results (ANSI Z245.30-2008 Appendices A to G) 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 shall have a capacity of approximately 120 litres;
 - (b) 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 materials from the Cart when dumped;
 - (c) 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;
 - (d) 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;
 - (e) Carts shall be designed so that they can be nested together when stored;
 - (f) The upper lift point and handle shall be an integrally moulded part of the Cart and shall not rotate on its own axis and shall have grip openings of sufficient size to accommodate gripping with winter work gloves;
 - (g) Carts shall be provided with a lid that will not distort, warp, slump, fade or bend over time to such an extent that it no longer fits the body properly;
 - (h) Lids shall be securely attached to the Cart and be hinged to open by gravity when being dumped;
 - (i) Each lid shall be easily opened with gloved hands and shall not expose the user to material residue;
 - (j) Lids shall be crown shaped and continuously overlap and come in contact with the top perimeter of the Cart body;
 - (k) Lids shall prevent the intrusion of rainwater, snow, mice, birds, flies and other vectors and the emission of odors;
 - (l) Lids shall be hinged to the cart body as to enable the lid to be fully opened to 270 degrees arc to rest against the backside of the cart body;
 - (m) Hinges shall withstand a pull force of 408 kg (900 lb);

- (n) Lids shall be designed to be easily removed in the event of damage or failure, but not be readily removable by the general public;
- (o) Lids shall have an external handle or design that allows the resident to open the lid without touching the interior of the lid;
- (p) Lids shall not be ventilated;
- (q) Lids (only specified Carts, see Item No. 2 on Form B: Prices) shall have a locking mechanism as follows:
 - (i) Locking mechanism shall prevent rodent (e.g. raccoon) access;
 - (ii) Locking mechanism shall have a large, easy to use lid handle that can be manually locked/unlocked by and be able to be done using one hand;
 - (iii) Locking mechanism shall keep the lid latched should the container be knocked over prior to being collected;
 - (iv) In addition to the manual locking mechanism, the Cart must have a gravity locking system that opens when the container is tipped by an automated or semi-automated collection truck.
- (r) Cart wheels shall be a minimum of 20 cm (8 inches) in diameter and a minimum width of 4.4 cm (1.75 inches), consist of a polyethylene or metal hub (or equivalent) and a polyethylene wheel with polyethylene treads, or rubber wheel and rubber treads;
- (s) The wheels and axle shall be capable of supporting fully loaded carts continuously over 10 years of operation including: under all weather conditions, from repeatedly being pulled/pushed up and down stairs and over curbs, and from the forces exerted during collection from grabbing, lifting and dropping the cart at the end of the dumping cycle;
- (t) The wheel axle shall be solid metal, either stainless or galvanized steel or stainless steel clad;
- (u) The wheel axle shall pass through the Cart outside the material holding area. The mounting for the wheel axle shall be monolithic and an integrally moulded part of the cart body. The moulded axle sleeve shall supply sufficient support to minimize stress and prevent bending of the axle. Bolt on or "pressed-in" axle attachment methods are not acceptable. Axle attachments that create holes into the body of the Cart are not acceptable;
- (v) The wheel and axle assembly shall be easily replaceable so that repairs can be done without undue effort but not readily removable by the general public;
- (w) The axle shall be affixed so that it cannot be corroded by material, or become jammed or entangled by material in the Cart;
- (x) Minimum weight capacity shall be 0.3 kg per litre of declared volume capacity.

E2.3 Wind

- (a) The Cart must have a wind stability rating in all directions and when empty of no less than 40 km/h without tipping over;
- (b) The lid shall not blow open from a fully closed position in winds up to 40 km/h from any direction.

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 E4.1 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) The interior of the Cart shall be free of exposed metal components that may become susceptible to rusting and corrosion;

- (b) Carts shall be outfitted with axles which are corrosion resistant and securely attached to Cart;
- (c) The colour and shade of the Carts shall be consistent and without noticeable variation from one Cart to another;
- (d) The Cart shall be protected against colour fading and stabilizing against ultraviolet rays. Upon request, the Contractor shall provide manufacturer's specifications detailing UV stabilization;
- (e) Carts shall maintain function without damage for full-time outdoor use and storage in typical Winnipeg seasonal temperature and climate variations ranging from -40°C to +40°C.

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 -40°C to +65°C;
- (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 and shall allow for a minimum of one million unique identification numbers;
- (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 Cart Inventory File;
- (j) A Contractor not including bar codes should provide additional information in their Delivery 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 E12;

E3. KITCHEN CONTAINER SPECIFICATIONS

E3.1 Kitchen Containers shall have a capacity of approximately seven (7) litres and shall have/be:

- (a) hinged lid;
- (b) ventilation;
- (c) handle for carrying;
- (d) easy to clean;

- (e) dishwasher safe.

E4. SPARE PART SUPPLY

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

- (a) Wheels and axle assemblies = 80
- (b) Lids assemblies = 80

E4.2 All spare parts and components shall be of the same or better quality as the original parts provided to the City.

E4.3 All spare parts shall meet the same specifications and shall be subject to the same warranty and guarantees as set forth in this Tender.

E4.4 All spare parts shall be delivered to the City cart warehouse address (1120 Waverley Street).

E4.5 The cost of spare parts shall be incidental to the Contract.

E5. CART DELIVERY TO SPECIFIED ADDRESSES

E5.1 The City will provide a staging area for the Carts and Starter Kit contents prior to delivery to the specified addresses. The staging area will be located at the Brady Road Resource Management Facility.

E5.2 The City requires that Carts are delivered to specified addresses in advance of the Residential Food Waste Collection Pilot Project. The City will provide the Contractor with approximately one month notice before delivery of the Carts needs to start. It is the City's intention that the delivery of the Carts starts between September 1 and September 15, 2020. Current estimates indicate cart delivery should take approximately two weeks. Final deliveries must be completed no later than September 29, 2020.

E5.3 Cart Delivery will be made on weekdays, between the hours of 07:00 and 19:00 hours (Central Time) during normal operating conditions. Cart Delivery will be permitted on Saturdays, Sundays, and Statutory Holidays between the hours of 09:00 and 19:00 hours.

E5.4 The City reserves the right to have additional promotion and education staff, hired by the City, to accompany each delivery crew.

E5.5 The City expects internal manpower constraints to limit the number of Contractor distribution crews to no more than two in the field at a time. Additional crews, beyond two, shall require approval by the Contact Administrator.

E5.6 Unless advised otherwise, Carts delivered by the Contractor will be delivered to the front street, and placed on the boulevard.

E5.7 The City will provide a distribution (address) list tailored for each area in the City; five (5) distinct areas are anticipated to be identified. The lists will be coordinated with the implementation schedule agreed to by the Contractor and the City. 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.

E5.8 The Contractor will be responsible for obtaining an accurate list which ties the RFID, visual serial number, GPS location, barcode (if applicable), size, colour, and model number of each Cart distributed to the appropriate address to which it was distributed. This list will be presented to the City as the Cart Inventory File, as described in D3.1.

E5.9 Assembly of Carts is the responsibility of the Contractor.

- E5.10 Distribution of Carts shall include delivery of a Starter Kit to each premise throughout the City of Winnipeg. The Starter Kit shall be affixed to the cart in such a way as to be easily accessible to citizens and protected from weather. Placing of Starter Kit within the Carts is not acceptable. The Starter Kit will generally include:
- (a) Educational materials (City-supplied);
 - (b) Kitchen Container;
 - (c) Compostable liners/bags (City-supplied).
- E5.11 The City shall provide detailed lists outlining the quantity of Carts, Starter Kits, and content of Starter Kits to be delivered to each address.
- E5.12 The supply of an enclosure for Starter 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 E5.10.
- E5.13 Assembly of the Starter Kits and affixing the Starter Kits to Carts is the responsibility of the Contractor. The City will supply the educational materials and the compostable liners/bags for inclusion in the Starter Kits.
- E5.14 The Contractor shall affix a sticker (warning tape) across the lid of the Cart denoting the following: "Do not Use Until October 2020".
- E5.15 Cart Delivery Issues
- (a) If there are any problems or issues with the delivery of any Cart, Kitchen Container, or Starter Kit, including missed delivery, duplicate delivery, a damaged Cart or Kitchen Container, or a soiled Cart or Kitchen Container, the Contractor must take corrective action to resolve the problem within five (5) Business 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 \$50 (fifty) mark-up for administrative costs.

E6. CONDUCT, CHARACTER AND EMPLOYMENT OF EMPLOYEES

- E6.1 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 Winnipeg.

E7. APPEARANCE OF EMPLOYEES

- E7.1 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 (ID) tags (with picture) that clearly identifies them as being associated with Winnipeg's automated curbside collection program. Employees shall have ID tags in their possession at all times while performing the Work of this Contract.
- E7.2 The ID tag details shall be reviewed and approved by the Contract Administrator at least thirty (30) days before the start of the Cart distribution.
- E7.3 Upon completion of the Work, all ID tags shall be collected from Contractor employees for destruction. The Contractor shall provide a procedure, subject to approval by the Contract Administrator, to ensure complete collection of all employee ID tags.

E8. SAFETY

- E8.1 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.
- E8.2 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.
- E8.3 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.

E9. PROMOTION AND EDUCATION

- E9.1 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.

E10. MEDIA RELATIONS

- E10.1 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 responses with the Contract Administrator or their designate.
- E10.2 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.
- E10.3 Copies of articles resulting from media interviews or news releases will be provided to the Contract Administrator or their designate within five (5) Calendar days after publication.

E11. DATA SHARING

- E11.1 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.

E12. GRAPHICS

E12.1 Conceptual graphic applicable to all Carts.

Items you can recycle

Plastic, metal and glass

- ▶ all food and beverage containers
- ▶ plastic containers with a recycling triangle (e.g., bottles, pails, tubs, jugs)
- ▶ plastic packaging with a recycling triangle



Paper and cardboard

- ▶ newspapers, flyers, mail, magazines, paper
- ▶ all cardboard boxes and cartons (e.g., cereal, pizza, tissue, laundry)

Collection day tips

- ▶ Do not jam or pack items into your cart. They must be able to fall freely when the cart is emptied.
- ▶ Make sure the lid is completely closed. Carts with open lids will not be emptied.
- ▶ Do not leave items on top or beside the cart.
- ▶ Allow at least one arm's length clearance on all sides of the cart.
- ▶ Take your cart back onto your property as soon as possible after collection.



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PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform the following portions of the Work:
- (a) any Work on private property;
 - (b) any Work within City facilities other than:
 - (i) an underground structure such as a manhole;
 - (ii) in areas and at times normally open to the public;
 - (c) communicating with residents and homeowners in person or by telephone;
- F1.1.1 Each Individual shall be required to obtain a Police Information Check from the police service having jurisdiction at his/her place of residence. Or
- (a) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account:
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>; or
 - (b) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
 - (c) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- F1.1.2 The original Police Information Check (Form P-612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Police Information Check (Form P-612) to the Contract Administrator.
- F1.2 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.
- F1.3 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work specified in F1.1.
- F1.4 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work specified in F1.1.