



THE CITY OF WINNIPEG

TENDER

TENDER NO. 53-2024

**PROVISION OF COLLECTING LARGE ITEMS (BULKY WASTE) AND ABANDONED
LARGE ITEMS (BULKY WASTE) CONTRACT**

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APPENDIX A

APPENDIX B

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF COLLECTING LARGE ITEMS (BULKY WASTE) AND ABANDONED LARGE ITEMS (BULKY WASTE) CONTRACT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, May 6, 2024.

B2.2 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 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.

B3.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

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 MERX website at www.merx.com.
- B5.4 The Bidder is responsible for ensuring that they have received all addenda and is advised to check the MERX 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 10 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 maybe directed to the Contract Administrator indicated in D5.1.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods 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 five (5) 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 Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance;
 - (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 proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in their 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 they wish 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 their 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 Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
- B7.2 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.
- B7.3 The Bid shall be submitted electronically through MERX at www.merx.com.
- B7.3.1 Bids will **only** be accepted electronically through MERX.
- B7.4 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 their own name, their 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 their 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 13 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 their 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 their duly authorized officer or officers;
 - (d) if the Bidder is carrying on business under a name other than their 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 entered below such signatures.

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

B9. PRICES

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

B9.1.1 Notwithstanding C12.2.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

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

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

B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.

B9.6 Bidders are advised that the calculation indicated in B16.4 will prevail over the Total Bid Price entered in MERX.

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) N/A

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 their 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 their 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 their 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 their 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 their 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 their sole discretion:

- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of their 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 their 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 their 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 their 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;
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
- B12.4 Further to B12.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
- (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).
- B12.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B12.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.
- 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) will be available on the MERX website at www.merx.com.

B13.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.

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 11 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 11 of Form A: Bid.

B15. WITHDRAWAL OF BIDS

B15.1 A Bidder may withdraw their Bid without penalty at any time prior to the Submission Deadline.

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 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 their Bid or in other information required to be submitted, that they are 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 will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B16.4.2 Bidders are advised that the calculation indicated in B16.4 will prevail over the Total Bid Price entered in MERX.

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 their 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.
- B17.4 Further to Paragraph 7 of Form A: Bid and C4, the City may issue an award letter to the successful Bidder.
- B17.4.1 Following issuance of the Award Letter a document package comprising the Contract Documents will be provided to the successful Bidder electronically.
- B17.5 Following the award of contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract consists of the collection and delivery of Large Items (Bulky Waste), Abandoned Large Items (Bulky Waste), Community Recycling Depot Cleanups, and the performance of Extra Work as a whole, shall commence on February 1, 2025 and continue until January 31, 2030 with the option of two (2) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within 365 days to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on the anniversary date (February 1) of the contract on the following year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.1.3 Bidders are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

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

- (a) Collection of Large Items (Bulky Waste), Abandoned Large Items (Bulky Waste), Community Recycling Depot Cleanups, and the performance of Extra Work, within the City of Winnipeg and the delivery of the Materials to the Designated Facilities, for entities/properties entitled to such services as governed by the Solid Waste By-law.
- (b) Collection of Large Items (Bulky Waste) from Residential Dwelling Unit, Multi-Unit Property, Commercial Small, Place of Worship and Charitable Institution and delivery of the Materials to the Designated Facilities.
- (c) Collection of Abandoned Large Items (Bulky Waste), which have been abandoned/deposited at a Residential Dwelling Unit, Multi-Unit Property, Commercial Small, Place of Worship and Charitable Institution or within a street/lane right-of way or at other locations within the limits of the City of Winnipeg, and delivery of the Materials to the Designated Facilities.
- (d) Community Recycling Depot Cleanups and delivery of the Materials to the Designated Facilities in accordance with E9.
- (e) Extra Work as required in accordance with E10.

D2.3 Under this Contract:

- (a) the City's Volume Standard for a Dwelling Unit is: Large Item (Bulky Waste) not exceed ten items per Dwelling Unit per pickup.
- (b) the City's Volume Standard for a Commercial Small is: Large Item (Bulky Waste) not exceed ten items per Premise per pickup.
- (c) the City's Volume Standard for a Charitable Institution is: Large Item (Bulky Waste) not exceed ten items per Premise per pickup.
- (d) the City's Volume Standard for a Place of Worship is: Large Item (Bulky Waste) not exceed ten items per Premise per pickup.

- (e) the City's Volume Standard for a Multi-Unit Property is: on a per Dwelling Unit basis, Large Item (Bulky Waste) not exceed ten items per Dwelling Unit per pickup.
- (f) Abandoned Large Item (Bulky Waste) at a Residential Dwelling Unit, Multi-Unit Property, Commercial Small, Place of Worship, Charitable Institution, or within the street/lane right-of way or at other locations within the limits of the City of Winnipeg, not exceed ten items per Service Request.

D2.4 The Work shall be done on an "as required" basis as directed by the Contract Administrator or User during the term of the Contract.

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

D2.4.2 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.

D2.5 Extra Work shall be done on an "as directed" basis by the Contract Administrator or User

D2.6 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of Work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. COLLECTION FREQUENCY AND SCHEDULING

D3.1 Subject the terms and conditions of this Contract, the performance of the Work including Collection shall conform with the following requirements:

- (a) Collection of Large Item (Bulky Waste) at Residential Dwelling Unit, Charitable Institution, Place of Worship, Commercial Small, and Multi-Unit Property as directed by the City shall occur no more than once per Collection Day.
- (b) Subject to D3.1(a) Residential Dwelling Unit, Charitable Institution, Place of Worship, Commercial Small, and Multi-Unit Property shall have Collection of Large Item (Bulky Waste) occur on the same Collection Day as Garbage and recycling.
- (c) Community Recycling Depot Cleanup's shall occur at Community Recycling Depots on a Set Day Cycle Twice basis, Monday/Friday.
- (d) Collection of Abandoned Large Item (Bulky Waste) at Residential Dwelling Unit, Charitable Institution, Place of Worship, Commercial Small, Multi-Unit Property, or within the street/lane Collection right-of way or at other locations within the limits of the City of Winnipeg, as directed by the City, shall occur no more than once per Collection Day.
- (e) Collection shall occur on a statutory holiday observed in the Province of Manitoba that falls on a Monday to Friday except and excluding New Year's Day, Remembrance Day, and Christmas Day.
- (f) When New Year's Day, Remembrance Day or Christmas Day occurs between Monday and Friday, the Contractor shall collect the applicable waste on the day immediately following these days (i.e., if the holiday is on Monday, collection will take place Tuesday, if the holiday is on a Wednesday, collection will take Place Thursday, if the Holiday is Friday, collection will take place on Saturday).
- (g) Collection shall not occur on a Sunday without the prior written authorization of the Contract Administrator.

D4. DEFINITIONS

D4.1 When used in this Tender:

- (a) **"Abandoned Large Items (Bulky Items)"** means Items in accordance to E3.4;
- (b) **"Area Cleanup"** has the meaning given in E10.1(b).
- (c) **"as required"** means according to need, as required or as directed by the Contract Administrator, User, or delegate.
- (d) **"Charitable Institution"** means any Premise that has a non-for-profit designation.
- (e) **"City of Winnipeg Facility"** means a Premise operated by the City, or on the City's behalf.
- (f) **"Collect"** and **"Collection"** means the picking up and emptying of Material into a Collection Vehicle.
- (g) **"Collection Day"** means the Calendar Day on which a Collection is scheduled to occur.
- (h) **"Collection Vehicle"** means a packer body designed vehicle for Collection.
- (i) **"Commercial Small"** means a Premise which is a business property which produces less than 600L of Garbage per week.
- (j) **"Confidential Information"** means any and all property, material, and information, regardless of form, format, medium, of, related to, concerning, or resulting from, the Contract, including, without limitation information deemed sensitive or private under the laws of Manitoba or Canada, information about residents of the City, financial information, business information, technical information, business and marketing plans, information related to the City's employees, information related to the City's customers, data, and all other information, data and materials, provided by or for the City, or to which access is given, to the Contractor under or in respect of the Contract, and includes the Contract.
- (k) **"Contract Administrator"** means the person named in the Contract as Contract Administrator under D5 if this contract.
- (l) **"Contract Manager"** means the person named in the Contract as Contract Manager, or appointed from time to time by the Contractor under E5.1 who acts on behalf of the Contractor.
- (m) **"Compostable Waste"** means solid waste designated as eligible for composting as part of the City's Solid Waste Services and Solid Waste By-law.
- (n) **"Customer Service Request"** has the meaning given in E13.2.
- (o) **"Designated Facilities"** means the Brady Road Resource Management Facility or any other designated waste management facility as directed by the City.
- (p) **"Designated Travel Surface"** means any paved surface, gravel or mud lane used specifically for motorized vehicles, as designated by the proper authority of The City of Winnipeg.
- (q) **"Dwelling Unit"** means a building or a portion of a building designated or used for residential occupancy by a single person or a group of people living together as a housekeeping unit which includes cooking, eating, living sanitary and sleeping facilities.
- (r) **"Equipment"** means all apparatus, machinery, vehicles, tools, and other things required for the performance and completion of the Work, and includes Collection Vehicles.
- (s) **"Extra Work"** has the meaning given in E10.
- (t) **"Garbage"** has the same meaning as "garbage" as defined in the Solid Waste By-law.
- (u) **"Impassible Roadway"** has the meaning given in D24.4
- (v) **"Implementation Plan"** has the meaning given in E4.2.
- (w) **"Labour Contingency Plan"** has the meaning given in E4.4.
- (x) **"Large Item (Bulky Waste)"** has the meaning given in E3.1.
- (y) **"Material"** means, notwithstanding C1.1 (v), Large Item (Bulky) Waste, Abandoned Large Item (Bulky Waste), Garbage, garbage containers, and/or garbage bags (all as the case may be).

- (z) **“Multi-Unit Property”** means: (a) a Premise that has building(s) which contain eight (8) or more separate Dwelling Units; and (b) a Premise that has building(s) which contain eight (8) or more rooms or living quarters in a nursing or personal care home, but excludes a hospital.
- (aa) **“Non-collectible Waste”** means solid waste designated as not eligible for collection as part of the City’s solid waste services.
- (bb) **“Pick-up Schedule”** has the meaning given in E4.1.
- (cc) **“Place of Worship”** means any building where congregations meet.
- (dd) **“PPE”** means personal protective equipment.
- (ee) **“Premise”** means land together with its building or buildings.
- (ff) **“Project”** means the Work in the Contract.
- (gg) **“Community Recycling Depot”** means a City facility designed as a recycling depot as shown on Appendix B.
- (hh) **“Community Recycling Depot Cleanup’s”** has the meaning given in E9.
- (ii) **“Recyclable Waste”** means solid waste designated as eligible for recycling as part of the City’s Solid Waste Services and Solid Waste By-law.
- (jj) **“Residential Dwelling Unit”** means a Premise that comprises up to and including seven (7) separate Dwelling Units.
- (kk) **“Route Supervisor”** means the person(s) named in the Contract as Route Supervisor, or appointed from time to time by the Contractor who acts on behalf of the Contractor.
- (ll) **“Service Deficiency”** has the meaning given in E13.3.
- (mm) **“Service Point”** means the location, on a Premise, where a Large Item (Bulky Waste) is placed for Collection.
- (nn) **“Set Day Cycle Once”** means each Premise receives a Collection on a set Collection Day once per calendar week, 52 times per year between Monday and Friday.
- (oo) **“Set Day Cycle Twice”** means each Community Recycling Depot receives a Cleanup on a set Collection Day twice per calendar week , 104 times per year that occurs on two set days of the week between Monday and Friday.
- (pp) **“Solid Waste”** has the same meaning as “solid waste” as defined in the Solid Waste By-law.
- (qq) **“Solid Waste By-law”** means The City of Winnipeg By-law No. 110/2012 as in effect and supplemented/revised from time to time.
- (rr) **“Special Waste”** means solid waste designated as requiring special handling in its collection, processing, storage or disposal as part of the City’s solid waste services, and may include hazardous waste, electronic waste, pharmaceutical waste and biomedical waste.
- (ss) **“Sweep Collection”** means the removal of all materials in any given area or as directed by the Contract Administrator.
- (tt) **“Temporary Obstruction”** has the meaning given in D24.3
- (uu) **“Uncontrollable Circumstance”** has the meaning given in D24.9.
- (vv) **“User”** means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract.
- (ww) **“Work”** means all required labor, materials, supplies, equipment and goods and services constituting the scope of work outlined in this contract;
- (xx) **“311 Customer Service System”** has the meaning given in D8.4.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Andrew Sinclair, Eng.L., C.E.T.
Supervisor of Support Services
Telephone No. 204 986-4103
Email Address. andrewsinclair@winnipeg.ca

- D5.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D6. CONTRACTOR'S SUPERVISOR

- D6.1 Further to C6.22, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in their employ.

- D6.2 Before commencement of Work, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

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

D7. UNFAIR LABOUR PRACTICES

- D7.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.

- D7.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.

- D7.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).

- D7.4 Failure to provide the evidence required under D7.3, may be determined to be an event of default in accordance with C18.

- D7.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.

- D7.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.

- D7.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty(30) Calendar Days of receiving a demand for same in accordance with D7.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D7.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and maybe exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

D8. CONTRACTOR COMMUNICATION AND REPORTING

- D8.1 The Contractor shall follow all communication and reporting procedures and protocols required under the Contract and those established, from time to time, by the Contract Administrator.
- D8.2 The Contractor shall provide all information and reports required under the Contract. The Contractor shall also provide the Contract Administrator, forthwith on request, any and all information requested concerning the day to day performance of the Work, including but not limited to, a list of all Equipment being utilized under the Contract, Collection routes, identification numbers of Collection Vehicles, personnel names, and any other information deemed necessary by the Contract Administrator.
- D8.2.1 Further to D8.2 and in addition to other requirements under the Contract, other daily lines of communication, including verbal communications, will occur between the Contract Administrator and the Contractor, the Contract Manager, the Fleet Manager, the Route Supervisor, the City 311 Call Centre and other authorized City Departments, via telephone, email, cell phone, fax or the 311 Customer Service System.
- D8.3 Contractor shall utilize any electronic communication system provided by the City to the Contractor for use under the Contract. Such electronic communications system will be used only for purposes approved by the City.
- D8.4 For the purposes of this Contract, including for providing Customer Service Requests and for various communications and notices under the Contract, the City will supply and install a computer terminal and associated software in the Contractor's office (the "311 Customer Service System"). The City will provide software application training to the Contractor's office clerical personnel on the 311 Customer Service System. The Contractor shall be responsible for the supply and furnishing of consumables required by the 311 Customer Service System.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

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

D10. SAFE WORK PLAN

- D10.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) 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.
- D10.2 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>

D10.3 Notwithstanding B12.4 at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D11. INSURANCE

D11.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$5,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;

D11.2 Deductibles shall be borne by the Contractor.

D11.3 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 C4.1 for the return of the executed Contract Documents, as applicable.

D11.4 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.

D11.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D12. CONTRACT SECURITY

D12.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract security for the initial term of the Contract, and then each subsequent extension term in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Total Annual Bid Price of the Contract or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Total Annual Bid Price of the Contract; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Total Annual Bid Price of the Contract.

D12.1.2 Bidders are advised that, as each Extension Term of the Contract may be subject to a different Contract Price, the Contractor shall submit adequate contract security for the initial term and then each extension term, which may be done through the cancellation and reissuance of contract security, or the revision of previously issued contract security via a rider.

- D12.1.3 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:
- (a) the version submitted by the Contractor must have valid digital signatures and seals;
 - (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
 - (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
 - (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
 - (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D12.1.
- D12.1.4 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in its discretion, exercised reasonably, allows.
- D12.1.5 Digital bonds passing the verification process will be treated as original and authentic.
- D12.1.6 Where the contract security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as contract security.
- D12.2 The Contractor shall provide the Contract Administrator with the required contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

D13. SUBCONTRACTOR LIST

- D13.1 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.

D14. EQUIPMENT LIST

- D14.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) on January 1, 2025, 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.

SCHEDULE OF WORK

D15. COMMENCEMENT

- D15.1 The Contractor shall not commence any Work until they are in receipt of a notice of award from the City authorizing the commencement of the Work.
- D15.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D9;
 - (ii) evidence of the workers compensation coverage specified in C6.14;

- (iii) evidence of the insurance specified in D11;
 - (iv) the contract security specified in D12;
 - (v) the Subcontractor list specified in D13;
 - (vi) the equipment list specified in D14 including the new equipment Purchase Order or Invoice or equivalent;
 - (vii) the City of Winnipeg direct deposit application form; and
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D15.3 The Contractor shall not commence the Work on the Site before February 1, 2025.

D16. LIQUIDATED DAMAGES

D16.1 If the Contractor fails to perform the Work in accordance with the Contract Administrator's stated requirements under D2 and D3 of the Contract, the Contractor shall pay the City the amount associated with each liquidated damage outlined in section D16 and D17 Table 1 until the failure is rectified.

D16.2 The amount specified for liquidated damages in D16.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not perform the Work in satisfaction of the City's requirements for same.

D16.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D16.4 Liquidated damages specified in the Contract are not an exclusive remedy, and the City's right to liquidated damages shall not prejudice any other rights or remedies of the City, whether under this Contract, at law (including contract) or equity, nor shall they relieve the Contractor of any obligation under the Contract, including its obligation for the complete and proper performance of the Work.

D16.5 The Contract Administrator shall determine the extent to which the Contractor is liable to pay to the City liquidated damages.

D16.6 Liquidated damages payable under the Contract shall be deducted from the cost of Work, or other monies payable by the City to the Contractor pursuant to the Contract, at the discretion of the City, and if there are insufficient monies payable by the City to the Contractor to cover the amount of liquidated damages, then the difference shall be a debt due and payable by the Contractor to the City.

D16.7 If any Equipment, including Collection Vehicles, is utilized for any purposes other than for the performance of the Work, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with D17 Table 1 Reference 1, plus any applicable tipping fees and related costs required under the Contract.

D16.8 If the Contractor fails to provide the number of Collection Vehicles specified and required in the Contract (including the number of Collection Vehicles proposed in the Contractor's Bid) on February 1, 2025, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with D17 Table 1 Reference 2.

D16.9 If the Contractor fails to provide and utilize the number of Collection Vehicles as specified in the Contract, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with D17 Table 1 Reference 3.

D16.10 If the Contractor fails to provide Collection Vehicles that are new and with the applicable model number year and manufacturing year required in the Contract, the Contractor shall be liable for and shall pay liquidated damages calculated in accordance with D17 Table 1 Reference 4.

- D16.11 If the Contractor fails to provide a GPS/AVL tracking system (including equipping Collection Vehicles as required in the Contract) in accordance with E7 (including as proposed in the Contractor's Bid) on February 1, 2025, the Contractor shall be liable for and shall pay liquidated damages calculated in accordance with D17 Table 1 Reference 5.
- D16.12 If the Contractor fails to provide a photograph and/or a video request (including equipping Collection Vehicles as required in the Contract) in accordance with E7 (including as proposed in the Contractor's Bid) on February 1, 2025, the Contractor shall be liable for and shall pay liquidated damages calculated in accordance with D17 Table 1 Reference 6.
- D16.13 If the Contractor removes a GPS/AVL system, de-activates a GPS/AVL system, or fails to have an operating GPS/AVL system, in a Collection Vehicle, the Contractor shall be liable for and shall pay liquidated damages calculated in accordance with D17 Table 1 Reference 7
- D16.14 If the Contractor performs Collection before 7:00 a.m. or after 6:00 p.m. in contravention of the Contract, the Contractor shall be liable for and shall pay liquidated damages calculated in accordance with D17 Table 1 Reference 8.
- D16.15 If the Contractor causes damage to any property (real or personal), the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with D17 Table 1 Reference 9.
- D16.16 If a Customer Service Request concerns a Service Deficiency, and the Contractor fails to remedy the Service Deficiency within 24 hours of notification to the Contractor of such Service Deficiency, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with D17 Table 1 Reference 10.
- D16.17 If the Contractor fails to notify the City within 48 hours of receipt of any Customer Service Request, the time, date, and service provided or remedy of the Service Deficiency, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with D17 Table 1, Reference 11.
- D16.18 If a Customer Service Request (and for each such respective Customer Service Request) concerns a Service Deficiency (excluding Service Deficiencies for missed Collection), the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with D17 Table 1 Reference 12.
- D16.19 If a Customer Service Request concerns a Service Deficiency (excluding Service Deficiencies for missed Collection) and such Customer Service Request is not capable of remedy within 48 hours of receipt of such Customer Service Request, if:
- (a) the Contractor has not reported to the Contract Administrator within 48 hours of the date by which the remedy will occur; or
 - (b) the Customer Service Request has not been remedied by the date required under (a) above, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with D17 Table 1 Reference 13
- D16.20 If the Contractor fails to clean and remediate any spills or leaks within 24 hours that occur during the Work and/or during Collection (solid or liquid substances), including without limitation liquid substances from Equipment in contravention of the Contract, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with D17 Table 1 Reference 14.
- D16.21 If the Contractor fails to comply with any applicable rule, regulation or policy for Designated Facilities, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with D17 Table 1 Reference 15.
- D16.22 If the Contractor fails to comply with any instructions at the Designated Facilities, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with D17 Table 1 Reference 16.

D16.23 If the Contractor has more than three (3) missed Collections on a Collection Day, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with D17 Table 1 Reference 17.

D16.24 The enforcement of the following liquidated damages will not be applied until March 1, 2025:

- (a) D16.16, D17 Table Reference 10;
- (b) D16.17, D17 Table Reference 11;
- (c) D16.18, D17 Table Reference 12;
- (d) D16.19, D17 Table Reference 13; and
- (e) D16.23, D17 Table Reference 17.

D17. TABLE 1

Reference Number	Description	Liquidated Damages
1	Utilizing Equipment, including Collection Vehicles, for purposes other than performing the Work.	\$1,000 per occurrence plus applicable tipping fees
2	Failure to provide required Collection Vehicles beginning February 1, 2025.	\$200 for each Collection Vehicle that is not provided, per day, for each day after February 1, 2025.
3	Failure to provide and utilize the required number of Collection Vehicles as specified and/or required in the Contract.	\$500 for each Collection Vehicle that is not utilized, per day, for each day that the Collection Vehicle is not utilized.
4	Failure to provide Collection Vehicles that are new and of the required model year and year of manufacture.	\$500 for each Collection Vehicle that is not provided, per day, for each day after February 1, 2025.
5	Failure to provide a GPS/AVL tracking system (including equipping Collection Vehicles as required in the Contract).	\$200 for each Collection Vehicle per day for each day until supplied or Contract Administrator has determined the situation is satisfactorily resolved.
6	Failure to provide a requested Video/Photo on the Collection Vehicles (including equipping Collection Vehicles as required in the Contract).	\$200 for each Collection Vehicle per day for each day until supplied or Contract Administrator has determined the situation is satisfactorily resolved.
7	Removal, de-activation, or failure to have an operating GPS/AVL system.	\$200 for each Collection Vehicle per day for each day until remedied
8	Collection performed before 7:00 a.m. or after 6:00 p.m. in contravention of the Contract.	\$200 for each Collection Vehicle per day
9	Damage to any property (real or personal).	\$200 per occurrence
10	For a Customer Service Request concerning a Service Deficiency that is not remedied within 24 hours of receipt.	\$200 per occurrence
11	Failure to notify the City within 48 hours of receipt, the time and date when the service/ remedy occurred.	\$200 per occurrence
12	For a Customer Service Request concerning a Service Deficiency	\$200 per occurrence

	(excluding Service Deficiencies for missed Collection).	
13	Failure to notify the City within 48 hours of receipt, the time and date when the service/ remedy will occur; or the Customer Service Request has not been remedied by the date required.	\$200 per occurrence
14	Failure to clean and remediate any spills or leaks that occur during the Work and/or during Collection (solid or liquid substances), including without limitation liquid substances from Equipment.	\$200 per occurrence
15	Failure to comply with any applicable rule, regulation or policy for Designated Facilities.	\$200 per occurrence
16	Failure to comply with instructions at the Designated Facilities.	\$200 per occurrence
17	More than three (3) missed Collections per Collection Day.	\$200 per occurrence

CONTROL OF WORK

D18. JOB MEETINGS

- D18.1 Meetings between City representatives and the Contractor will be held throughout the term of the Contract to discuss the scope of work within the contract. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D18.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

D19. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) - QUALIFICATIONS

- D19.1 Further to B12.3, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require updated proof of compliance, as set out in B12.3.

D20. SAFETY

- D20.1 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.
- D20.2 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.
- D20.3 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 their performance;
- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
- (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
- (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
- (f) fire hazards in or about the Work are eliminated;

D21. WINNIPEG CLIMATE ACTION PLAN AND ANNUAL FUEL REPORTING

- D21.1 The Contractor shall submit to the Contract Administrator for approval no later than March 31st of each year of the Contract and following the end of a Contract, a detailed report (for the reporting period January 1st to December 31st of each calendar year) that includes accurate quantities of each type of fuel consumed for motor vehicles and equipment used in performing the Work, including the following details:
- D21.2 Total fuel use (in litres) for each fuel type consumed, sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable)
- D21.3 If fuel use (in litres) is not available – total vehicle kilometers travelled, sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable).
- D21.4 If fuel use (in litres) and vehicle kilometers travelled are not available – total vehicle usage (in hours), sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable).
- D21.5 Any other information requested by the Contract Administrator.
- D21.6 The City will use the reports to track and report on total greenhouse gas production from vehicle use in both City operations and City contracted services. This initiative aims to reduce air pollution and the production of greenhouse gas emissions while demonstrating the City's commitment to environmental sustainability in implementing the Winnipeg Climate Action Plan.

MEASUREMENT AND PAYMENT

D22. PAYMENT

- D22.1 Further to C12, payments to the Contractor for the Work will be made following the end of each month based on a Payment Certificate prepared by the Contract Administrator.
- D22.2 Payment Certificates:
- (a) will indicate the quantity for each applicable item in Form: B Prices;
 - (b) will in respect to Large Item (Bulky Waste) and Abandoned Large Item (Bulky Waste) indicate the number of units;
 - (c) will be calculated using one-twelfth (1/12) of the applicable annual unit price shown in Form B: Prices for Community Recycling Depot Cleanup on a Set Day Cycle Twice basis;
 - (d) will in respect of Extra Work, indicate the number of hours (1/4 hr increments);
 - (e) will include any adjustments required or permitted under the Contract.
- D22.3 Subject to the terms and conditions of the Contract, including without limitation D22.1 and D22.2, payments to the Contractor for the Work will be made for each quantity of the respective Items identified on Form B: Prices:

- (a) in respect of Large Items (Bulky Waste) and Abandoned Large Items (Bulky Waste), for each Residential Dwelling Unit, Commercial Small, Place of Worship, Charitable Institution, or within a street/lane right-of way or at other locations within the limits of the City of Winnipeg, as the case may be, on a Set-Day Cycle Once basis at the tendered price;
- (b) in respect of Community Recycling Depot Cleanup's on a Set Day Cycle Twice basis at the tendered price per year;
- (c) in respect to Extra Work, at the tendered price.

D22.4 Payment shall be in Canadian funds net thirty (30) Calendar Days from the last day of the previous month.

D22.5 The Contractor may, not later than the day that is thirty (30) Calendar Days from the date of a Payment Certificate, submit to the Contract Administrator a written statement of objection concerning a Payment Certificate accompanied with full written disclosure and particulars concerning the matter(s) under objection. If the Contractor neglects or fails to observe fully and faithfully the above conditions, he shall be conclusively deemed to have accepted the Payment Certificate and to have expressly waived and released the City from any claims, at law or otherwise, with respect to same. The Contract Administrator's determination in respect of a statement of objection shall be final.

D22.6 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D22.7 Notwithstanding any other provision in the Contract, any and all costs, expenses, losses, damages, credits, other liabilities or payments due or to become due from the Contractor to the City, may be set-off against any payment due or to become due from the City to the Contractor, or may be set-off against any performance security required under the Contract, and the City shall have a discretion in respect of selection of the time or times for effecting the set-off or recovery of part or all of any such amount.

D22.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days.

D23. ANNUAL REVIEW – INFLATIONARY ADJUSTMENT

D23.1 The unit prices specified on Form B: Prices will be adjusted on February 1, 2026 and once per year on each subsequent annual anniversary date thereafter, based on the percentage increase or decrease in the unit prices for the Contract year, based on 50% of percentage change in Index "A", plus 30% change in Index "B", plus 20% change in Index "C". The monthly period used will be February of the previous year compared with January of the current year.

D23.1.1 Index "A":

- (a) "Consumer Price Index, monthly, not seasonally adjusted" for *Winnipeg, Manitoba, All-items* (Statistics Canada Reference Table: 18-10-0004-01 (formerly CANSIM 326-0020)).

D23.1.2 Index "B":

- (a) "Monthly average retail prices for gasoline and fuel oil, by geography" for *Winnipeg, Manitoba, Diesel fuel at self service filling stations* (Statistics Canada Reference Table 18-10-0001-01 formerly CANSIM 326-0009) or;
- (b) Index "B" will be replaced by the Henry Hub Natural Gas Futures price quoted on the NYMEX if Compressed Natural Gas is used.

D23.1.3 Further to D23.1.2, if the successful proponent's Collection Vehicles:

- (i) utilize diesel gas, D23.1.2(a) will apply,
- (ii) utilize natural gas, D23.1.2(b) will apply.

D23.1.4 Index "C":

(a) "Average hourly earnings for employees paid by the hour, by industry, monthly, unadjusted for seasonality" for the Province of Manitoba (Statistics Canada Reference Table 14-10-0205-01 formerly CANSIM 281-0029).

D23.2 Indices "A" and "C" will be prepared by Statistics Canada. Index "B" D23.1.2(a) will be prepared by Statistics Canada and D23.1.2(b) prepared by Henry Hub. Some of the indices may not be available from Statistics Canada and Henry Hub until sometime after the adjustment date, the amount of adjustment will be retroactive to the adjustment date.

D23.3 The maximum annual price adjustment shall not exceed plus or minus (+/-) five percent (5%).

D24. TEMPORARY OBSTRUCTIONS, IMPASSABLE ROADWAYS AND UNCONTROLLABLE CIRCUMSTRANCES

D24.1 The Contractor shall not have exclusive occupancy of the Site. The Contractor shall co-operate with other persons, entities or contractors where necessary in order to perform the Work.

D24.2 The Contractor acknowledges and agrees that C15.1 and C15.2 do not apply to this Contract or to the Work.

D24.3 As used in the Contract, "Temporary Obstruction" means a short term-obstruction of access to a Service Point(s) for reasons attributable to:

- (i) emergency motor vehicles or other motor vehicles parked in traffic lanes;
- (ii) construction sites indicated with local access only signs; and
- (iii) other similar and like causes, but at all times excluding an Impassable Roadway.

D24.4 As used in the Contract "Impassable Roadway" means a discrete part of a roadway that is temporarily impassable due to an act of God (such as a flood, an exceptionally heavy snowfall, extreme weather event, collapsed pavement or a tornado) or any other cause which, in the Contract Administrator's sole discretion, makes a discrete part of a roadway temporarily impassable. The Contract Administrator's decision and declaration regarding the existence or not, or the continued existence or not, of an Impassable Roadway, is final.

D24.5 In the event that the Contractor encounters a Temporary Obstruction, the Contractor shall return at the end of the same Collection Day to the location where the Temporary Obstruction was encountered, and shall engage Collection until complete. If the Temporary Obstruction remains, the Contractor shall notify the Contract Administrator, and the Contractor shall return and engage affected Collection at the beginning of the next Collection Day. If on such next Collection Day the Temporary Obstruction still exists, the Contractor shall immediately notify the Contract Administrator to obtain the further direction of the Contract Administrator.

D24.6 In the event that the Contract Administrator declares the existence of an Impassable Roadway, in the sole discretion of the Contract Administrator either:

- (a) the Contractor and Contract Administrator may mutually agree on a temporary Service Point where the Materials can be Collected by the Contractor and a method for the Collection of affected Materials from the Impassable Roadway, and the Contractor shall Collect such Materials in accordance with any such agreement. The Contractor shall be paid only for such extra work in accordance with E10; provided further that the extra work shall be that work which is required by the Contractor to move Materials from the original Service Point to the agreed temporary Service Point; or
- (b) Collection from affected Service Points for impacted customers may, in the sole discretion of the Contract Administrator, be suspended on notice from the Contract Administrator to the Contractor; and
- (c) the Contractor shall resume Collection, in accordance with the Contract, as soon as possible after receipt of a notice from the Contract Administrator that declares the end of the existence of the Impassable Roadway.

- D24.7 The Contractor shall take note that, even with the existence of an Impassable Roadway declared by the Contract Administrator, the Contractor shall be required to, and shall, perform the Work and shall Collect from any and all roadways that are capable to be serviced by Collection.
- D24.8 In the event of a suspension made under D24.6(b):
- (a) apart from any payment that may be required under D24.6(a), no compensation or payments shall be required or made by reason of the suspension, and the City shall not be liable to the Contractor for any fees, lost or reduced revenues or for any other monies as a result of the suspension.
- D24.9 In this Contract, "Uncontrollable Circumstance" means all unforeseeable events beyond the control of the Contractor that affect the performance of the Contract by the Contractor, including, but not limited to, acts of God; acts or decrees of government or other public authority; acts of public enemies; wars; insurrections; earthquakes; fires; floods; riots; rebellion; sabotage; or any other event or cause not within the control of the Contractor. Temporary Obstructions, Impassable Roadways, lack of finances, increased costs of performance of the Work, strikes, lockouts and other concerted acts by workers, and labour shortages, shall be deemed not to be an Uncontrollable Circumstance.
- D24.10 In the event that the Contractor is prevented or rendered unable by reason of Uncontrollable Circumstances to carry out any of its obligations under this Contract, then such obligations shall be suspended during the continuation of any inability so caused by the Uncontrollable Circumstance, but for no longer period. If the Contractor intends to rely upon Uncontrollable Circumstances to suspend obligations as provided for herein, then the Contractor shall notify the Contract Administrator in writing forthwith, describing in reasonable detail, the Uncontrollable Circumstances. The Contractor shall have the duty and obligation to use reasonable efforts to reduce the impact or eliminate such Uncontrollable Circumstances. In the case of a failure by the Contractor to perform the Work due to an Uncontrollable Circumstance, the City shall be entitled to arrange for the performance of the Work by others during any period of time that the Contractor is rendered unable to perform the Contract, or portions thereof, as a result of Uncontrollable Circumstances. The City shall not be liable to the Contractor for any fees, lost or reduced revenues or for any other monies as a result of Uncontrollable Circumstances, and the Contractor shall not make any claim with respect thereto.
- D24.11 The occurrence of an Uncontrollable Circumstance shall not excuse or delay the performance of any of the Contractor's obligations not affected by the occurrence of the Uncontrollable Circumstance.

D25. UNSATISFACTORY PERFORMANCE

- D25.1 Further to C18, if at any time the Contract Administrator determines that the Work is not being, or will likely not be, performed satisfactorily, the Contract Administrator may order the Contractor to submit, in the format, content, and in the time required, its mitigation plan indicating the remedial steps (including, without limitation, additional labour and Equipment (including Collection Vehicles) to be engaged and deployed) that the Contractor will take to prevent and mitigate such failure. The Contractor shall implement any such mitigation plan without cost to the City.
- D25.2 If:
- (a) the Contractor fails to deliver the plan as required in D25.1;
- (b) the Contractor fails to implement such mitigation plan;
- (c) the Contract Administrator is of the opinion that despite such mitigation plan, that the Work will not be, or will likely not be, performed satisfactorily; or
- (d) such mitigation plan is implemented by the Contractor and, despite implementation, the Contract Administrator determines that the Work is not being, or will likely not be, performed satisfactorily,

- D25.2.1 The City shall be entitled, following written notice to the Contractor from the Contract Administrator, to arrange for the performance of Work by others within such geographic area(s) within the City as determined by the Contract Administrator and the City may pay to such other contractors such prices as the City may think proper to perform such Work. All such amounts paid by the City to other contractors, as certified by the Director of the Water and Waste Department of the City of Winnipeg or designate (whose certificate in that respect shall be final and binding upon the parties), shall be paid by the Contractor to the City on demand by the City, or may be deducted from any payment owing from the City to the Contractor.
- D25.3 The City has the right, following notice given in accordance with D25.2, on written notice from the Contract Administrator to the Contractor to suspend Work within a specified geographic area(s) or on a specified street(s), lane(s), right of way(s) and/or service road(s) in the City. The Contractor shall comply with such notice and shall suspend such specified Work as directed (including in compliance with any direction made with respect to the time and date of commencement of suspension of Work) in the notice. The Contractor shall, upon receipt of any further notice(s) from the Contract Administrator, resume performance of Work in such geographic area(s) or on such specified street(s), lane(s), right of way(s) and/or service road(s) as directed (including in compliance with any direction with respect to the time and date of resumption of Work) in the notice.
- D25.4 In the event of a suspension made under D25.3, no compensation or payments shall be required or made by reason of the suspension, and the City shall not be liable to the Contractor for any fees, lost or reduced revenues or for any other monies as a result of the suspension.
- D25.5 Nothing in D25, including, without limitation, arranging for and having the Work performed by others under D25.2 or suspension under D25.3, shall relieve the Contractor of any obligation under the Contract, including its obligation for the complete and proper performance of the Work.

D26. ORDERS

- D26.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number or a valid e-mail address at which orders for service may be placed.

D27. RECORDS

- D27.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D27.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
 - (b) order date(s);
 - (c) service date(s); and
 - (d) description and quantity of services provided.
- D27.3 The Contractor shall provide the Contract Administrator with a digital/electronic copy of the records for each month within fifteen (15) Calendar Days of a request of the Contract Administrator.

WARRANTY

D28. WARRANTY

- D28.1 Notwithstanding C13, Warranty does not apply to this Contract.

DISPUTE RESOLUTION

D29. DISPUTE RESOLUTION

- D29.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D29.
- D29.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"
- D29.3 The entire text of C21.5 is deleted, and amended to read:
- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.
- D29.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):
- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
 - (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
 - (i) The Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
 - (iii) Department Head.
- D29.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D29.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D29.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D29.4.4 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D29.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

FORM H1: PERFORMANCE BOND
(See D12)

KNOW EVERYONE BY THESE PRESENTS THAT

_____ (hereinafter called the "Principal"), and

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

_____ dollars (\$ _____)

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

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

TENDER NO. 53-2024

PROVISION OF COLLECTING LARGE ITEMS (BULKY WASTE) AND ABANDONED LARGE ITEMS (BULKY WASTE) CONTRACT

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

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

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

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

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

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

_____ day of _____, 20_ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per _____ (Seal)

Per: _____

(Name of Surety)

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

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(CONTRACT SECURITY)
(See D12)**

(Date)

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

RE: CONTRACT SECURITY - TENDER NO. 53-2024

PROVISION OF COLLECTING LARGE ITEMS (BULKY WASTE) AND ABANDONED LARGE
ITEMS (BULKY WASTE) CONTRACT

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

(Name of Contractor)

(Address of Contractor)

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

_____ Canadian dollars.

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

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

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

(Address)

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

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

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

(Date)

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

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

Except where they may conflict with the terms and conditions contained in this Letter of Credit, the International Standby Practices 1998 shall apply to this Letter of Credit. This Letter of Credit shall also be governed by and construed in accordance with the laws of the Province of Manitoba and of Canada as applicable therein, except to the extent that such laws are inconsistent with the International Standby Practices 1998. This Letter of Credit is subject to the exclusive jurisdiction of the courts in the Province of Manitoba and all courts competent to hear appeals therefrom.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

FORM K: EQUIPMENT
(See D14)

**PROVISION OF COLLECTING LARGE ITEMS (BULKY WASTE) AND ABANDONED LARGE ITEMS
(BULKY WASTE) CONTRACT**

<p>1. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner _____</p>
<p>2. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner _____</p>
<p>3. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner _____</p>

FORM K: EQUIPMENT
(See D14)

**PROVISION OF COLLECTING LARGE ITEMS (BULKY WASTE) AND ABANDONED LARGE ITEMS
(BULKY WASTE) CONTRACT**

<p>4. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner _____</p>
<p>5. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner _____</p>
<p>6. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner _____</p>

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following drawing and appendices are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
CoW_SW_BulkyContract	Provision of Collecting Large Items (Bulky Waste) and Abandoned Large Items (Bulky Waste) Contract for the City of Winnipeg

<u>Appendices.</u>	<u>Description</u>
Appendix A	Historic Quantities
Appendix B	Location(s) of the Community Recycling Depots

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

E2.1 Further to B9.2, the quantities shown in Form B: Prices are estimates, indicating an estimated number of quantities. The said quantities are approximate only and the City makes no warranty or guarantee with respect to any of same.

E2.2 The attached Drawings and Appendices listed below are for information only, and the City makes no warranty or guarantee with respect to any of same and may change during the duration of the contract as per C7;

- Drawing No. CoW_SW_BulkyContract is the current collection areas in the City of Winnipeg, Community Recycling Depots and the location of the Brady Road Resource Management Facility.
- Appendix A is historic quantities collected for Large Item (Bulky Waste) and Abandoned Large Items (Bulky Waste) for the City of Winnipeg, for the years 2022-2023.
- Appendix B is the location(s) of the current Community Recycling Depots.

E3. LARGE ITEMS (BULKY WASTE) COLLECTION AND ABANDONED LARGE ITEMS (BULKY WASTE) COLLECTION

E3.1 Subject to E3.2 and E3.3, Large Items (Bulky Waste) under this Contract includes all;

- furniture;
- mattresses and box springs (all sizes);
- large items that do not fit wholly inside a garbage cart (240L or 360L) that the City has issued for Garbage collection;
- large items which have a maximum size of 1.5 x 1.5 x 2.15 metres (5 x 5 x 7 feet); excluding mattresses and box springs;
- large items which weigh less than 34 kg (75 lbs).

E3.2 Large Items (Bulky Waste) under this Contract does not include:

- items previously affixed to the premise (e.g. hot water tanks, carpeting, cabinets, toilets);

- (b) construction and demolition material;
 - (c) Garbage;
 - (d) Recyclable Waste;
 - (e) Compostable Waste;
 - (f) Special Waste;
 - (g) Non-collectible Waste;
 - (h) electronic waste (e.g. TVs);
 - (i) appliances, including without limitation those with ozone-depleting substances;
 - (j) items larger than 1.5 x 1.5 x 2.15 metres (5 x 5 x 7 feet) (excluding mattresses and box springs which may be larger);
 - (k) hazardous materials, as defined in the Solid Waste by-law;
 - (l) any material the Director determines is not Large Items (Bulky Waste); including, without limitation, material which is too large to collect or which poses a safety hazard to City staff or contractors.
- E3.3 Further to C7 the City has the right, from time to time, to add or delete materials listed in E3.1 and/or E3.2.
- E3.4 Subject to E3.5 and E3.6, Abandoned Large Items (Bulky Waste) under this Contract includes but is not limited to:
- (a) furniture;
 - (b) mattresses and box springs (all sizes);
 - (c) large items that do not fit wholly inside a garbage cart (240L or 360L) that the City has issued for Garbage collection;
 - (d) large items which have a maximum size of 1.5 x 1.5 x 2.15 metres (5 x 5 x 7 feet); excluding mattresses and box springs;
 - (e) large items (which weigh less than 34 kg (75 lbs));
 - (f) any Material requested for collection by the City that meet the requirements of items (c), (d) and (e) above;
 - (g) items (a), (b) and (h) listed in E3.2.
- E3.5 Abandoned Large Items (Bulky Waste) under this Contract does not include:
- (a) Garbage;
 - (b) Recyclable Waste;
 - (c) Compostable Waste;
 - (d) Special Waste;
 - (e) Non-collectible Waste;
 - (f) appliances, including without limitation those with ozone-depleting substances;
 - (g) items larger than 1.5 x 1.5 x 2.15 metres (5 x 5 x 7 feet) (excluding mattresses and box springs which may be larger);
 - (h) hazardous materials, as defined in the Solid Waste by-law;
- E3.6 The City has the right, from time to time, to add or delete to the list of materials in E3.4 and/or E3.5.
- E3.7 It is noted that provincial regulations preclude the Collection of appliances such as fridges, freezers and air conditioners, which contain CFC's (chlorofluorocarbonate - depleters of the earth's protective ozone layer). The City collects such material under a separate contract. It is a

provincial offence to dispose of CFC devices with garbage. Any individual or firm caught doing so is liable for fines as per The Ozone Depleting Substances Act (Manitoba).

- E3.8 The Contractor shall Collect Large Items (Bulky Waste) when directed by the City, and shall deliver the Materials to the Designated Facilities.
- E3.8.1 Notification and direction to the Contractor in respect of Large Items (Bulky Waste) may be communicated via the 311 Customer Service Systems, or by the Contract Administrator via telephone, electronic or other means acceptable to the Contract Administrator.
- E3.8.2 Without limiting or otherwise affecting any other term or condition of the Contract, Collection of Large Items (Bulky Waste) shall comply with the following:
- (a) The Contractor shall Collect Large Items (Bulky Waste), which has been properly placed out for Collection.
 - (b) The Contractor shall only Collect Large Items (Bulky Waste) that have been prior authorized and specifically requested by the Contract Administrator, User or delegate for Collection.
 - (c) The Contractor shall schedule Collection for, and shall Collect, Large Items (Bulky Waste) on the current applicable Collection Day and Areas as shown on the Garbage and recycling collection days and areas on Appendix A;
 - (d) Where a direction to Collect Large Items (Bulky Waste) is made more than 48 hours prior to the applicable Collection Day, Collection shall be made on the Collection Day for Garbage and recycling; and where a direction to Collect Large Items (Bulky Waste) is made less than 48 hours prior to the applicable Collection Day, Collection shall be made on the next following Collection Day for Garbage and recycling.
- E3.8.3 The Contract Administrator or User, without cost to the City, may cancel any direction made to Collect Large Items (Bulky Waste) by providing not less than 48 hours' notice prior to the applicable Collection Day.
- E3.9 The Contractor shall Collect Abandoned Large Item (Bulky Waste) when directed by the City, and shall deliver the Materials to the Designated Facilities.
- E3.9.1 Notification and direction to the Contractor in respect of Abandoned Large Items (Bulky Waste) may be communicated via the 311 Customer Service Systems or by the Contract Administrator or User via telephone, electronic or other means acceptable to the Contract Administrator.
- E3.9.2 Without limiting or otherwise affecting any other term or condition of the Contract, Collection of Abandoned Large Items (Bulky Waste) shall comply with the following:
- (a) The Contractor shall Collect Abandoned Large Items (Bulky Waste).
 - (b) The Contractor shall schedule Collection for, and shall Collect, Abandoned Large Items (Bulky Waste) on the current applicable Collection Day and Areas as shown on the Garbage and recycling collection days and areas on Appendix A;
 - (c) Where a direction to Collect Abandoned Large Item (Bulky Waste) is made more than 48 hours prior to the applicable Collection Day, Collection shall be made on the next applicable collection day for Garbage and recycling; and where a direction to Collect Abandoned Large Item (Bulky Waste) is made less than 48 hours prior to the next Collection Day, Collection shall be made on the next following applicable collection day for Garbage and recycling.
- E3.9.3 The Contract Administrator or User may, without cost to the City, may cancel any direction made to Collect Abandoned Large Items (Bulky Waste) by providing not less than 48 hours' notice prior to the applicable Collection Day.

E4. PLANS, SCHEDULES AND INFORMATION

- E4.1 After receiving notice of award and prior to the commencement of Work, the Contract Administrator shall provide the Contractor with a Pick-up Schedule showing Collection Days for the City of Winnipeg.
- E4.1.1 The City has the right, from time to time, to make changes to the Pick-up Schedule (including without limitation making changes to any Collection Day(s)). The Contract Administrator will give notice to the Contractor of any such change not less than 14 Calendar Days prior to the effective start date for the change to the Pick-up Schedule. The Contractor shall, at no cost or expense to the City, comply with any such change to the Pick-up Schedule.
- E4.1.2 Pick-up Schedules shall not be modified, altered or revised without the prior written consent of the Contract Administrator.
- E4.2 Not more than ninety (90) Calendar Days after receiving notice of award and prior to the commencement of Work, the Contractor shall provide the Contract Administrator, for review a proposed Implementation Plan for the Work. The proposed Implementation Plan shall identify and include and make due allowance for the following:
- (a) A detailed personnel plan that shall contain information on staffing levels for the operations and shall include at a minimum: position, name of employee and work experience for supervisory and office personnel, numbers and types of positions for all operating personnel, e.g. drivers, Swampers, full-time, part-time, permanent, temporary, union, non-union.
 - (b) A detailed personnel training plan.
 - (c) Safe work procedures for manual lifting.
 - (d) Emergency and contingency response plans.
 - (e) Spill containment and response plan.
 - (f) Customer service procedures and training documents.
 - (g) Purchase order invoice for new Collection Vehicles (e.g., Purchase Order Number/Invoice)
 - (h) Equipment (including Collection Vehicles) maintenance programs and plans.
 - (i) Proposed GPS/AVL system/software
 - (j) Number of cameras and video cameras mounted on each truck and mount location
 - (k) Handling procedures for Material (e.g. procedures for handling Materials during cold or hot weather).
 - (l) Procedures for addressing service delays.
 - (m) Claims procedures.
 - (n) Any other information requested by the Contract Administrator.
- E4.2.1 Once reviewed the Implementation Plan shall not be modified, altered or revised without the prior written consent of the Contract Administrator.
- E4.2.2 The Contractor shall perform the Work, including all Collection, in accordance with the Contract and the reviewed Implementation Plan
- E4.3 The Contractor shall, not later than Jan 1, 2025, submit to the Contract Administrator the following:
- (a) vehicle tare weights for each Collection Vehicle.
 - (b) license plate numbers all motor vehicles (including Collection Vehicles).
 - (c) vehicle identification numbers for all motor vehicles (including Collection Vehicles).

- E4.4 Not more than ninety (90) Calendar Days after receiving notice of award and prior to the commencement of Work, the Contractor shall provide the Contract Administrator, for review a proposed Labour Contingency Plan for the Work to address and make provisions for the Contractor's obligations to the City as set out in this Contract, during a strike or lockout of its workers. The proposed Labour Contingency Plan shall identify and include or make due allowance for the following:
- (a) the recruitment and training of replacement workers;
 - (b) the strategy regarding route coverage for Collection;
 - (c) the timeline for retaining and/or restoring the Work, including Collection;
 - (d) the communications plan to address media inquiries regarding the progress of labour negotiations;
 - (e) the mobilization, maintenance and security of the Collection Vehicles;
 - (f) a strategy with respect to access to and egress from the Contractor's facilities and the Designated Facilities;
 - (g) resources to monitor and record picket activity and security of facilities;
 - (h) the requirements of the Contract; and
 - (i) any other information requested by the Contract Administrator.
- E4.4.1 The Contractor shall be entitled to update the Labour Contingency Plan to consider additional contingencies at that time, provided, however, that any updated Labour Contingency Plan must be provided to the Contract Administrator no later than sixty (60) Calendar Days prior to the last day of the term of the collective agreement between the Contractor and its workers in force at any time over the term of the Contract.
- E4.4.2 An approved Labour Contingency Plan shall not be modified, altered or revised without the prior written consent of the Contract Administrator.
- E4.4.3 The Contractor shall perform and complete the Work, including all Collection, in accordance with the Contract and in accordance with the approved Labour Contingency Plan.
- (a) any labour relations matters, arbitrations, and grievances which may be filed by the Contractor's employees shall be the sole responsibility of the Contractor, and the Contractor agrees to indemnify the City against all claims.
 - (b) in the event of a strike, lockout, or other labour action, the Contractor remains fully responsible to perform all Work under this Contract.
 - (c) the Work shall continue without interruption of, or reduction in service, in the event of a labour disruption by either its own employees or those of a third party.

E5. KEY PERSONNEL

- E5.1 Unless the Contractor's Contract Manager is named in the Contractor's Bid, the Contractor shall, within ninety (90) Calendar Days after receiving notice of award and prior to the commencement of Work submit to the Contract Administrator for consent the name and particulars of the person the Contractor proposes to appoint as Contractor's Contract Manager. If consent is withheld or subsequently revoked, or if the appointed person fails to act as Contract Manager, the Contractor shall similarly submit the name and particulars of another suitable person for such appointment.
- E5.1.1 The Contract Manager shall be responsible for overall management of the Work.
- E5.1.2 The Contractor shall give the Contract Manager all authority necessary to act on the Contractor's behalf under the Contract.
- E5.1.3 The Contractor shall not, without the prior consent of the Contract Administrator:
- (a) revoke the appointment of the Contract Manager or appoint a replacement;

- (b) change the responsibility(ies) and reporting relationship(s) of the Contract Manager.
- E5.1.4 If the Contract Manager is to be temporarily absent during the execution of the Work, a suitable replacement person shall be appointed, subject to the Contract Administrator's prior consent, and the Contract Administrator shall be notified accordingly.
- E5.1.5 The Contract Manager shall attend at Winnipeg, Manitoba, for such time(s), duration(s), and period(s) as required in the Contract. In addition, the Contract Manager shall attend at Winnipeg, Manitoba, for such time(s), duration(s), and period(s) as directed, from time to time, by the Contract Administrator.
- E5.2 Unless the Contractor's Route Supervisor(s) is named in the Contractor's Bid, the Contractor shall, within ninety (90) Calendar Days after receiving notice of award and prior to the commencement of Work submit to the Contract Administrator for consent the name and particulars of the person(s) the Contractor proposes to appoint as Contractor's Route Supervisors accompanied with the organizational chart showing responsibilities and reporting relationships. If consent is withheld or subsequently revoked, or if an appointed person fails to act in the capacity of Route Supervisor, the Contractor shall similarly submit the name and particulars of another suitable person(s) for such appointment(s).
- E5.2.1 The Contractor shall not, without the prior consent of the City:
- (a) revoke an appointment of Route Supervisors or appoint a replacement(s);
 - (b) change the responsibility(is) and reporting relationship(s) of Route Supervisors.
- E5.2.2 The Route Supervisors shall be responsible for in-person on the street supervision and monitoring Collection route operations to ensure the Work is performed and completed in accordance with the Contract, including complete Collection on the applicable Collection Day within Collection hours.
- E5.2.3 The Route Supervisors shall respond to inquiries from the City's field staff within two(2) hours of a request for information.
- E5.3 The Route Supervisors are responsible for supervising Collection, ensuring that Contract requirements are met on a day to day basis, and for the handling of customer service issues.
- E5.4 The Contractor shall provide to the Contract Administrator, the address, telephone numbers (including, but not limited to, mobile telephone numbers), and email addresses for each of the Contract Manager and Route Supervisors.
- E5.5 The Contract Manager or the Route Supervisors shall be available for contact and communication 24 hours a day, seven (7) days a week, on matters relating to the Work and the Contract.

E6. EQUIPMENT AND COLLECTION VEHICLES - GENERAL

- E6.1 The Contractor shall provide all Equipment (including Collection Vehicles and supervisory vehicles) sufficient to perform and complete each day's Work on time and on a consistent basis. Any Equipment, including Collection Vehicles, used for Collection of Large Item (Bulky Waste) and Abandoned Large Item (Bulky Waste) shall be capable of collecting all materials outlined in the outline in the contract.
- E6.1.1 Further to E6.1, D16.7 and D16.8 shall apply if the number of Collection Vehicles specified in E6.1.1 is not available on February 1, 2025.
- E6.2 On commencement of the contract, the Contractor will be permitted to utilize existing equipment to complete the scope of work while new equipment is ordered and is being manufactured. The contractor is required to show proof of purchase (i.e., Purchase Order) of the newly purchased vehicles that are required to complete the work within 30 days following the award of the contract.

- E6.3 The Contractor shall maintain a quantity of spare Collection Vehicles that is not less than the number equal to ten (10%) percent (rounded up to the nearest whole number) of the base quantity of Collection Vehicles.
- E6.4 All Collection Vehicles on commencement of the Contract, with exception while new vehicles being purchased/manufactured, shall be new and have a model number year and a manufacturing year not earlier than 2025. This item is subject to liquidated damages as noted in D16.10.
- E6.5 All replacement Collection Vehicles shall have a model number year and a manufacturing year not earlier than 2025. This item is subject to liquidated damages as noted in D16.10.
- E6.6 The Contractor's Equipment, including Collection Vehicles, engaged in the Work shall not be used for any purpose other than to perform the Work under City of Winnipeg collection contracts unless approved by the Contract Administrator. Notwithstanding E12.7, in the event of a Collection made in violation of the immediately preceding sentence, the Contractor shall be liable for and shall pay the full cost of tipping fees for such Collection Vehicle at Designated Facilities. D16.7 shall apply if Collection Vehicles are used for any purpose other than for the Work under this Contract.
- E6.7 The Contractor shall at all times maintain and keep any and all Equipment in goodworking order.
- E6.8 The Contractor shall have and implement a fleet mitigation plan in case of a disaster or emergency affecting Collection Vehicles, including, without limitation, fire.
- E6.9 Collection Vehicles, and all other Equipment used or employed in the Work, shall comply with the requirements of the Contract.
- E6.10 Collection Vehicles, and all other Equipment used or employed in the Work, shall at all times comply with all applicable Federal, Provincial and Municipal laws and regulations.
- E6.11 The Contractor shall, on demand by the Contract Administrator, produce valid certificates of inspection issued by the applicable governmental authority or other authorized agencies for any Equipment (including Collection Vehicles).
- E6.12 In addition to any Equipment safety requirements required by legislation, all Collection Vehicles shall be equipped with the following safety equipment:
- (a) back-up alarms;
 - (b) transmission safety switch (kill switch);
 - (c) power take off (PTO) indicator lights;
 - (d) "Maxi" brakes;
 - (e) operation lights;
 - (f) rotating amber caution light(s) mounted on the top or rear of the vehicle, which shall be clearly visible at all times;
 - (g) Photo and Video capture technologies that are integrated to the GPS/AVL system;
 - (h) spill kits including hand tools (e.g. broom, shovel, etc.) and absorbent materials to facilitate the sweeping of any material which may be spilled;
 - (i) emergency kit for vehicle breakdowns (e.g. traffic cones).
- E6.13 The Contractor shall continually maintain and update the safety devices and safety equipment for any and all Equipment (including Collection Vehicles) to meet the required safety standards throughout the duration of the Contract.
- E6.14 Collection Vehicles shall be properly constructed, maintained, and sufficiently enclosed to eliminate the depositing of any debris onto the streets during the performance of the Work.

- E6.15 Collection Vehicles must be capable of functioning in extreme ambient temperatures of -40C to +60C and in all weather and climatic conditions.
- E6.16 Collection Vehicles shall:
- (a) be capable of manoeuvring through all widths of right-of-way's they encounter.
 - (b) remain within and on designated travel surfaces in all weather conditions. This includes conditions during winter when snowplowing and/or snow accumulations reduce the width of the traveling surface or change the physical location of the traveling surface. Snow on roadways will be cleared in accordance to the City of Winnipeg's Snow Clearing and Ice Control Policy.
 - (c) service all front streets, back lanes, and service roads without contacting or damaging overhead lines.
 - (d) be capable of providing service to all front streets, back lanes, and service roads without causing damage, howsoever caused, to any property (real or personal).
- E6.17 If a Collection Vehicle cannot manoeuvre on a narrow street/lane/right-of-way without causing property damage (real or personal), the Contractor shall service the area with a smaller Collection Vehicle, or using a Collection method acceptable to the Contract Administrator, at no cost to the City.
- E6.18 Collection Vehicles shall be identified with letters and numbers that shall be a minimum of twenty-five centimetres (25 cm) in height on the rear and front of the Collection Vehicle(s) and shall be a minimum of ten centimetres fifteen (15 cm) in height on each side and positioned in such a manner as to be clearly visible when viewed from both sides and rear and front of the Collection Vehicle.
- E6.19 The City may also require the Contractor to affix signs on the sides and/or the rear of any Collection Vehicle that proclaim messages of public interest or promote any aspect of solid waste/recycling programs being carried on by the City. Such signs shall be paid for and supplied by the City. The City shall be responsible for costs associated with affixing such signage to a Collection Vehicle. The Contractor shall affix any such signage in a manner and position acceptable to the Contract Administrator.
- E6.20 The Contractor shall keep Collection Vehicles in a clean and presentable condition, and free from any visible rust and damage. The Contractor shall repair any visible rust or damage within twenty (20) Calendar Days of notification from the Contract Administrator. All costs associated with such repairs will be borne by the Contractor.
- E7. GLOBAL POSITIONING SYSTEM - AUTOMATED VEHICLE LOCATOR (GPS/AVL) AND VIDEO AND PHOTOGRAPH INTEGRATION**
- E7.1 Collection Vehicles shall be equipped with a global positioning system, automated vehicle locator (GPS/AVL) tracking system.
- E7.2 The Contractor shall, on February 1, 2025, provide a GPS/AVL tracking system (including equipping Collection Vehicles as required in the Contract) meeting the requirements of the Contract, including as proposed in the Contractor's Bid.
- E7.3 The City and the Contractor agree that the GPS/AVL tracking system will be used for purposes including use by the Contractor to manage the Contractor's Collection Vehicles and its personnel.
- E7.4 The Contractor shall be solely responsible for complying with applicable privacy legislation.
- E7.5 The City and the Contractor agree that the City and the Contractor must each have access to the GPS/AVL tracking system user application and its underlying data.
- E7.6 The GPS/AVL tracking system user application shall be web-based.

- E7.7 The GPS/AVL system and associated web-based application shall be commissioned and fully operational not later than February 1, 2025.
- E7.8 At a minimum, the GPS/AVL tracking system and associated secure web-based application shall be capable of, and shall:
- (a) monitor both current position and route progress (tracking) via on-screen display of position and/or path, including city street base map;
 - (b) display Collection Vehicle movement, identify and show the position of the Collection Vehicles at a minimum of fifteen (15) seconds intervals;
 - (c) report and record the speed traveled by the Collection Vehicles;
 - (d) indicate the direction of travel of each displayed Collection Vehicle;
 - (e) provide Collection Vehicle location by GPS coordinates;
 - (f) provide photos and videos of event data as requested by the Contract Administrator;
 - (g) report on daily exceptions for non-collection.
- E7.9 The Contractor shall:
- (a) ensure at all times that the GPS/AVL Equipment and Video/Photo equipment is functioning properly.
 - (b) promptly, but in any event not later than eight (8) hours from the time of damage or malfunction, report any Equipment damage and malfunctions to the Contract Administrator.
 - (c) ensure all devices will be kept in good working order by the Contractor and any faulty devices shall be repaired within five (5) Calendar Days.
 - (d) inform the City of any planned hardware/software activities (such as maintenance, upgrades, etc.) that may interrupt availability of the GPS/AVL and/or video or photo application/data at least seven (7) Calendar Days prior to the planned activity.
 - (e) ensure all video data will be stored and available upon request for the previous two weeks proceeding the scheduled collection.
 - (f) ensure video and photograph requests from the Contract Administrator will be made available to the City in the GPS/AVL operating system/software and available to be transferred to the City in digital format approved by the Contract Administrator (e.g., file share link).
- E7.10 The Contractor shall not remove or deactivate a GPS/AVL system from/in a Collection Vehicle, nor shall the Contractor utilize a Collection Vehicle that is not equipped with an activated and working GPS/AVL system meeting the requirements of the Contract (except as expressly permitted in the Contract).
- E7.11 The City may require the Contractor to remove any Collection Vehicle from use if its GPS/AVL system is non-functional. In such cases, the Contractor shall supply a suitable replacement Collection Vehicle. The Contractor shall not utilize such removed Collection Vehicle in the Work unless and until such time that its GPS/AVL system has been repaired and is fully operational.
- E7.12 The Contractor shall provide demonstration and training sessions concerning the GPS/AVL system and web-based application, for City personnel, as requested by the Contract Administrator. The demonstration and training sessions will be developed in consultation with the Contract Administrator. The Contractor shall provide printed and electronic format training manuals for the GPS/AVL system and web-based application. The demonstration and training sessions will be conducted in Winnipeg at times and locations acceptable to the Contract Administrator and in any event not later than January 1, 2025.

The GPS/AVL system and web-based application shall have performance data storage and access requirements that comply with the following:

- (a) web based location and event data must be stored and accessible for a minimum of twelve (12) months;
- (b) at any time, including after the twelve (12) month period referenced in (a), the Contract Administrator may require the Contractor to send location and event data to the City for storage on their system, in an agreed upon file format;
- (c) the Contractor shall, provide within forty-eight (48) hours of request by the Contract Administrator, a digital download copy of all data;
- (d) location and event data shall be provided in a Microsoft Excel compatible format (CSV, TXT, XLS, XXLS). The acceptable format shall be determined by the Contract Administrator; and
- (e) all of the GPS/AVL web-based location and event data must be made available via a secure, query able web service on a near real time read only basis.

E7.13 The Contractor shall:

- (a) provide a secure web-based application that the City will be able to use to retrieve Bulky/Abandoned/other Waste pickup data. Such data will include a record of each Solid Waste Collection Request, providing confirmation of Collection or a reason the Contractor could not Collect any Solid Waste material at any address. Solid Waste Collection pickup data will be accessible through this web service within one (1) hour of the actual event.
- (b) in cases where the GPS/AVL is not operational, the Contractor shall submit on the City's standard daily reporting form, an electronic daily report by no later than 9:00 a.m. the first Business Day following the previous day's Collection. The daily report identifies reasons for non-Collection at a Premise and shall be completed in full including entry of details into all areas of the form.
- (c) Provide access to the City between the hours of 6 a.m. to 6 p.m., Monday to Saturday to any GPS/AVL information or any other information requested by the Contract Administrator.
- (d) make available to the City the secure web-based application Monday to Saturday, between the hours of 6 am to 6 pm and should be generally available twenty-four (24) hours a day, seven (7) days a week outside of mutually agreeable systems maintenance outage windows.
- (e) ensure the web –based application provides a method whereby the City will specify a specific date and receive back a .csv formatted text file containing the following data for each pickup and unserviceable locations recorded on that date:
 - (i) event identification number – A primary key that uniquely identifies this specific data sample row across all rows collected across multiple days.
 - (ii) location coordinates – expressed in Lat/Long using degrees, minutes, seconds.
 - (iii) date and time of the event – following the format YYYYMMDD HHMMSS.
 - (iv) exception code – brief explanation used for describing any exception such as “Solid Waste Collection - blocked, cannot pickup”.

E7.14 In the event of non-collection of any Solid Waste Material placed out for Collection, the GPS/AVL shall record in real time the following information:

- (a) location - address;
- (b) date and time - recorded in the format YYYYMMDDHHMMSS;
- (c) exception cause (blocked, frozen to ground, temporary obstruction);
- (d) GPS coordinates - expressed in Lat/Long using degrees, minutes, seconds;
- (e) Collection Vehicle identification number.

E7.15 The Contractor shall:

- (a) submit to the Contract Administrator the event data summary report not later than 9 a.m. the following Business Day and the report shall be provided in a Microsoft Excel

compatible format (CSV, TXT, XLS, XXLS). The acceptable format shall be determined by the Contract Administrator.

- (b) ensure the web-based application has secure query able web services that will provide a method whereby the City can specify specific event information (e.g., collection and non-collection information).
- (c) ensure that the performance of the web-based application is sufficient at all times to enable anticipated City information access, reporting and data download needs without impacting the systems operational performance.
- (d) provide a secure web-based application to view the location and event data and provide the City access to it in real time.

E7.16 The Contractor shall be responsible for the entire capital, operating/maintenance, upgrade and/or replacement costs (as applicable) of such system over the entire term of the Contract.

E7.17 Over the term of the Contract, should innovations produce technology that can enhance the Collection program, the City reserves the right to install said devices on Collection Vehicles. The cost of the supply and installation of such Equipment would be borne by the City.

E8. COLLECTION METHOD – GENERAL

E8.1 The Contractor shall fully perform and complete each day's Collection, in accordance with the Contract, on the applicable Collection Day.

E8.2 The Service Point(s) at each Premise for Large Items (Bulky Waste) will be the same for as for the collection of Garbage and recycling.

E8.3 The Contractor shall perform Collection between 7:00 a.m. and 6:00 p.m., Monday to Friday with the exception of any Collection days that land on Saturday because of Statutory Holidays. The Contractor shall not, except as expressly permitted by the Contract Administrator or User, perform Collection outside of the said permitted hours. This item is subject to liquidated damages as noted in D16.14.

E8.4 The Contractor shall promptly clean and remediate any spills or leaks (solid or liquid substances) that occur during the Work, including, without limitation, spills or leaks from Equipment.

E8.5 The Contractor is responsible for the immediate clean-up and reporting of any spillage or leakage of material from any Equipment (including any Collection Vehicle) or container, including but not limited to, any spillage or leakage which occurs during the transporting of materials as per:

- (a) Part 9 of the Sewer By-law 92/2010_
<http://clkapps.winnipeg.ca/dmis/docext/viewdoc.asp?documenttypeid=1&docid=5243>
- (b) The Environmental Accident Reporting Regulation 439/87_
https://www.gov.mb.ca/conservation/envprograms/pdf/env_accident_reporting_reg.pdf

E8.5.1 Further to E8.5, the material must be cleaned up, picked up, moved or otherwise remediated within three (3) hours of becoming aware of the spillage or a request from the Contract Administrator, whichever is sooner. This item is subject to liquidated damages as noted in D16.20.

E8.6 If, in the opinion or the Contract Administrator, the Contractor does not comply with E8.5 and E8.5.1 in a timely manner, the City may clean up, pick up, move or otherwise remediate such material, and all such amounts, costs and expenses incurred by and/or paid the City as certified by the Director of the Water and Waste Department of the City of Winnipeg or designate (whose certificate in that respect shall be final and binding upon the parties), shall be paid by the Contractor to the City on demand by the City, or may be deducted from any payment owing from the City to the Contractor.

- E8.7 Spills, leakages, hazardous wastes and materials, including without limitation residual and materials and liquids arising or resulting from Equipment cleaning, shall be disposed of by the Contractor in accordance with applicable laws.
- E8.8 In the case of a fire occurring in a Collection Vehicle and where the Contractor is forced to dump the load at a location other than a Designated Facilities, the Contractor shall be responsible for, and shall, clean up the spillage, as soon as it is safe to do so.
- E8.9 The Contractor shall not obstruct any street, thoroughfare or sidewalk to any greater extent than what is necessary to carry out a Collection.
- E8.10 The Contractor shall not Collect Materials from any person or entity not entitled to Collection under this Contract. Notwithstanding E8.6, in the event of a Collection made in violation of the immediately preceding sentence, the Contractor shall be liable for and shall pay the full cost of tipping fees for such Collection Vehicle at Designated Facilities.
- E8.11 The Contractor is not required to collect, remove or transport any hazardous materials, as defined in the Solid Waste by-law, that are placed out for Collection by a customer. Any inadvertent Collection of hazardous material shall be the sole responsibility of the Contractor.
- E8.12 The Contractor shall take note that scavenging shall not be permitted at any time, and any single occurrence of scavenging shall be cause for the dismissal of any personnel directly or indirectly associated with scavenging.
- E8.13 The Contractor shall be liable for and shall pay any and all fines, charges, penalties levied under applicable laws.
- E8.14 The Contractor shall, no later than 9 a.m. on each Collection Day, provide to the Contract Administrator a daily log report which indicates the reason a Large Item (Bulky Waste) Collection service, an Abandoned Large Item (Bulky Waste) Collection, Community Recycling Depot Cleanup's or Extra Work service could not be completed for any service requests on the previous day's schedule. The daily log report shall be submitted electronically in a form and content acceptable to the Contract Administrator. Including, but not limited to:
- (i) address of the scheduled Collection,
 - (ii) description of the reason Collection could not occur,
 - (iii) photograph(s) of the Premise including the Service Point or Temporary Obstruction/Impassible Roadway,
 - (iv) photograph(s) shall have a date and time stamp,
 - (v) Photograph(s) shall be taken on the scheduled Collection Day at the time Collection was attempted.
- E8.15 If the Contractor receives a notification (through the 311 Customer Service System, or from the Contract Administrator or otherwise) any time prior to 6 p.m. on a Collection Day concerning a missed Collection that was scheduled for that Collection Day (Missed Collection – Same day Miss), such missed Collection will not be categorized as a Missed Collection – Service Deficiency if the Contractor:
- (a) provides any such required Collection prior to 6 p.m. that same Collection Day, and
 - (b) reports to the Contract Administrator, within 48 hours of receipt of such notice, the time and date when the Collection occurred.
- E8.15.1 If such missed Collection is not completed by 6 p.m. on the same Collection day, such missed Collection shall be categorized as a Missed Collection - Service Deficiency.
- E8.16 If the Contractor receives a notification (through the 311 Customer Service System, or from the Contract Administrator or otherwise): (I) any time after 6 p.m. on a Collection Day concerning a missed Collection that was scheduled for that Collection Day; or (ii) at any time concerning a Collection that was scheduled for a Collection Day that was prior to the day on which the Contractor received such notification, (Missed Collection - Service Deficiency), the Contractor shall:

- (a) provide any such required Collection within 24 hours of such notification; and
- (b) report to the Contract Administrator, within 48 hours of receipt of such notice, the time and date when the Collection occurred.

These items are subject to liquidated damages as noted in D16.16 and D16.17

- E8.17 The Contractor shall note that if there are more than three (3) missed Collections on a Collection Day, liquidated damages will be assessed as noted in D16.23.
- E8.18 If the Contractor receives a notification of a Customer Service Request (through the 311 Customer Service System, or from the Contract Administrator or otherwise), and the Customer Service Request concerns a Service Deficiency, the Contractor shall:
- (a) remedy the Service Deficiency concerning the Customer Service Request within 24 hours of receipt of such Customer Service Request; and
 - (b) report to the Contract Administrator, within 48 hours of receipt of such notice, the time and date when such remedy occurred
 - (c) These items are subject to liquidated damages as noted in D16.16 and D16.17
- E8.19 If the Contractor receives a notification of a Customer Service Request (through the 311 Customer Service System, or from the Contract Administrator or otherwise), and the Customer Service Request Concerns Service Deficiency (excluding Service Deficiencies for missed Collection) and such Customer Service Request is not capable of remedy within 24 hours of receipt of such Customer Service Request, the Contractor shall:
- (a) report to the Contract Administrator, within 48 hours of receipt of such notice, the date by which the remedy for the Service Deficiency will occur; and
 - (b) remedy the Service Deficiency by the date required under (a) above.
- These items are subject to liquidated damages as noted in D16.16 and D16.17.
- E8.20 Without limiting the generality or application of any other term or condition of the Contract, the Contractor shall monitor the progress and performance of the Work on and for each Collection Day, and shall notify the Contract Administrator in writing immediately upon becoming aware of any factors that could cause failure in achieving 100% complete Collection for that Collection Day, and shall indicate in a plan, the remedial steps the Contractor is taking or intends to take to prevent and mitigate such failure. The Contractor shall implement any such mitigation plan without cost to the City.
- E8.21 Without limiting the generality or application of any other term or condition of the Contract if, at any time during the course of the Work, the rate of work and/or achieved progress are, in the opinion of the Contract Administrator, less than is required to enable the Contractor to achieve 100% complete Collection for a Collection Day, the Contract Administrator may order the Contractor to submit, in the form, content and in the time required by the Contract Administrator, a mitigation plan indicating the remedial steps the Contractor will take to prevent and mitigate such failure. The Contractor shall implement any such mitigation plan without cost to the City.
- E8.22 When directed by the Contract Administrator, the Contractor shall provide Collection from all private streets, laneways and driveways, including in mobile home parks. When directed by the Contract Administrator, the Contractor shall Collect on temporary builder's access roads in new subdivisions.
- E8.23 On written notice from the Contract Administrator, the Contractor shall change any Service Point.
- E8.24 The Collection Vehicle shall be equipped with a photo/video monitoring system, all data and information captured by the system shall be made available and delivered to the City on request from the Contract Administrator.

E9. COMMUNITY RECYCLING DEPOT CLEANUP'S

E9.1 Under this Contract, Community Recycling Depot Collection includes:

- (a) Community Recycling Depot cleanup's at a designated location(s) (including removal of Materials as well as localized manual sweeping/raking of debris, including items shown in E3.1, E3.2 excluding items under E3.2(f) Special Waste, E3.2(h) electronic waste (e.g. TVs), E3.2(i) appliances, including without limitation those with ozone-depleting substances and the delivery of same to the Designated Facilities;
- (b) Community Recycling Depot Cleanup's shall be performed on a on a set Collection Day twice per calendar week, per Community Recycling Depot, 104 times per year per Community Recycling Depot, that occurs on a Monday/Friday cycle, or as directed by the Contract Administrator.
- (i) The expected average time per clean up, per day, per Community Recycling Depot, is ½ hour.
- (c) All Work must be performed to the satisfaction of the Contract Administrator.
- (d) The City has the right to add, remove and/or relocate Community Recycling Depots during the term of the Contract.

E10. EXTRA WORK

E10.1 Under this Contract, Extra Work includes:

- (a) Sweep Collection of any and all Material at a designated location(s) and the delivery of Material to the Designated Facilities.
 - (i) Sweep Collection is estimated to be approximately 200 hours per month, from the beginning of April until the end of October and approximately 40 hours from November to March each year. Sweep Collection is generally performed from Monday through Friday, every week from April to October and on the first week and the last week of the month from November to March or at any time as required by the Contract Administrator.
- (b) Area Cleanup when required and as directed by the Contract Administrator, the Contractor shall provide area clean-ups at a designated location(s). This Work includes the removal of all waste and recyclables as well as localized manual sweeping/raking of debris at the location as directed by the Contract Administrator. Payment for said works is based on an hourly basis as per Form B: Prices; and
 - (i) Area Cleanup is estimated to be approximately 20 hours per month. Area Cleanup shall be performed on an as required basis from Monday to Friday.
- (c) Special work not already included, to be provided on an hourly basis, which may include but not be limited to pilot projects, incidental, seasonal, remedial or continuous work. The Contractor, under direction from the Contract Administrator, shall commence hourly rate work in a timeframe agreed upon by the Contract Administrator and the Contractor.

E10.1.1 Extra Work will be calculated in quarter hour increments and billable time will commence when the collection vehicle arrives at the designated work location.

E10.2 The Contractor shall perform Extra Work when directed by the City, and shall deliver the Materials to the Designated Facilities.

E10.2.1 Notification and direction to the Contractor in respect of Extra Work may be communicated via the 311 Customer Service Systems, or by the Contract Administrator via telephone, electronic or other means acceptable to the Contract Administrator.

E10.2.2 Without limiting or otherwise affecting any other term or condition of the Contract, the performance of Extra Work shall comply with the following:

- (a) The Contractor shall perform the applicable Work under E10.1(b) within 24 hours of receipt of notification to the Contractor and report to the Contract Administrator within 48 hours of receipt of such notice, the time and date when such performance occurred. This item is subject to liquidated damages as noted in D16.16 and D16.17.

E10.3 The Contractor shall perform the Extra Work without interrupting or halting the Work of the Contract.

E11. INSPECTION

E11.1 The City may, by its personnel, agents, or by the Contract Administrator, at any time and from time to time inspect and/or audit the Work and the performance thereof with or without the Contractor's knowledge, including, without limitation, inspections of the area, Collection Vehicles, any buildings and vehicle contents. If any deviations from the requirements of the Contract exist, they will be noted, and the Contractor or representative will be notified, either verbally or in writing, of the corrective measures to be taken. Such inspections do not relieve the Contractor in any way from making independent inspections to ensure that the Work is being performed satisfactorily.

E12. DESIGNATED FACILITIES

E12.1 The Contractor shall deliver Materials to the Designated Facilities.

E12.2 The Designated Facilities for Solid Waste Material shall be the City of Winnipeg Brady Road Resource Management Facility unless otherwise directed by the Contract Administrator. The Designated Facility is located approximately one mile south of the Perimeter Highway (P.T.H. #100) at 1777 Brady Road. The hours of operation of this site are available on the City's website at www.winnipeg.ca

E12.3 The Contractor is responsible for verification of the hours of operation of Designated Facilities.

E12.4 The Contractor may make a request to the Contract Administrator to extend the hours of operation of Designated Facilities. If the request is granted, the Contractor shall be charged a fee to extend the hours as required.

E12.5 At the Designated Facilities, the Contractor shall follow any instructions given by City personnel or its agents, including without limitation with respect to the location(s) of tipping areas to be used. This item is subject to liquidated damages as noted in D16.22.

E12.6 The Contractor shall comply with all rules and regulations, as same may be amended from time to time, for the Designated Facilities, including without limitation, speed limits, operational regulations, and safety policies and procedures. This item is subject to liquidated damages as noted in D16.21.

E12.7 Except as otherwise provided in the Contract, the Contractor is not responsible for payment of tipping fees at Designated Facilities.

E12.8 The Contractor shall take note that all loads received at the Designated Facilities may pass through radiation detectors as they enter the facility. In the event the radiation detectors are triggered, the Contractor shall follow all work practices and procedures as directed by City personnel or its agents in the handling of radioactive loads. This item is subject to liquidated damages as noted in D16.22.

E13. SERVICE STANDARDS

E13.1 The City of Winnipeg currently utilizes the City 311 Call Centre as a communication interface between the City and its customers.

E13.2 Under this Contract, the City 311 Call Centre, My Utility web application, the Contract Administrator, and other authorized City departments, receive information and generate service requests. Service requests concern customer service requests/complaints involving the Work (each a "Customer Service Request"). Customer Service Requests are categorized into six (6) main categories:

(a) Missed Collection - Service Deficiency;

- (b) Missed Collection – Same Day Miss
- (c) Damage or Theft – Service Deficiency
- (d) Operator Standards
- (e) Request for Service; and
- (f) Miscellaneous.

E13.2.1 If the Contractor receives a notification (through the 311 Customer Service System, or from the Contract Administrator or otherwise) concerning any of the service requested identified in E13.2, the Contractor shall:

- (a) Provide any such required remedy within 24 hours of such notification; and
- (b) Report to the Contractor Administrator, within 48 hours of receipt of such notice, the time and date when the remedy occurred.
- (c) These items are subject to liquidated damages as noted in D16.16 and D16.17.

E13.3 In respect of E13.2(a), E13.2(c) and E13.2(d), Customer Service Requests that are categorized as “Missed Collection - Service Deficiency”, “Damage or Theft- Service Deficiency”, and “Operator Standards” include defective Work, improperly performed Work, Work that has not been performed and was/is required to be performed, any other default, contravention, or violation of the Contract, including without limitation, acts and omissions and negligence of the Contractor (each a “Service Deficiency”). Service Deficiencies are typically, but not limited to, instances of:

- (a) missed Collection;
- (b) spillage;
- (c) dangerous driving;
- (d) profanity;
- (e) behaviour unbecoming of an agent of the City;
- (f) damage to private or public property;
- (g) excess noise;
- (h) Collection performed outside of Collection hours (7a.m. to 6 p.m.) without prior consent from the Contract Administrator;
- (i) Area Cleanup not performed with 24 hours of notification.

E13.3.1 These items are subject to liquidated damages as noted in D16.15, D16.16, D16.17, D16.18 and D16.20.

E13.4 Further to E13.2 and E13.3, Customer Service Requests received by the City 311 Call Centre will be electronically delivered to the Contractor via the 311 Customer Service System. The Contractor shall be required to electronically enter investigation notes to close off or reallocate the Customer Service Request in a manner acceptable to the Contract Administrator. The Contract Administrator shall provide the Contractor with a copy of Customer Service Requests, excluding those classified as Miscellaneous under E13.2(f).

E13.5 The Contractor acknowledges and agrees that any Customer Service Request generated by the City 311 Call Centre, the Contract Administrator, or by other authorized City departments, shall be prima facie evidence of Contractor liability for liquidated damages under the Contract.

E14. PROPERTY DAMAGE

E14.1 The Contractor shall use due care in the performance of its obligations to ensure that no person is injured or killed, no property (real or personal) is damaged or lost, and no rights are infringed.

E14.2 The Contractor shall be liable for any and all damage or loss caused to any property (real or personal).

- E14.3 Further to E8.19, where a Customer Service Request concerns a Service Deficiency involving damaged, destroyed or lost property, the Contractor shall:
- (a) not later than 24 hours from the time that the Contractor was aware, or was made aware, of damage to property, the Contractor shall inspect the property; and
 - (b) not later than 48 hours from the time that the Contractor was aware, or was made aware, of damage to property, the Contractor shall report to the Contract Administrator the remedial action to be taken to repair or replace such property.
- E14.3.1 This item is subject to liquidated damages as noted in D16.15, D16.16, D16.17, D16.19.
- E14.4 Without limiting or otherwise affecting any other term or condition to the Contract, in the event of any damage whatsoever or howsoever caused, to any property (real or personal) by the Contractor or those for whom it is responsible, the Contractor is and shall be fully liable and responsible for 100% of repairs and associated costs to repair or replace such damaged property to a condition that is equal to, or better than original condition and acceptable to the satisfaction of the Director of the Water and Waste Department of the City of Winnipeg or designate. If such damaged or destroyed property is not repaired or replaced in the required manner within a required time set by the City, the City may repair or replace such damaged or destroyed property or employ and engage other contractors to repair or replace such damaged or destroyed property at such prices as the City may think proper to perform, and all such amounts incurred by and/or paid the City, as certified by the Director of the Water and Waste Department of the City of Winnipeg or designate (whose certificate in that respect shall be final and binding upon the parties), shall be paid by the Contractor to the City on demand by the City, or may be deducted from any payment owing from the City to the Contractor.

E15. CONTRACTOR PERSONNEL AND FIELD OFFICE

- E15.1 Further to C6.19, the Contractor shall at all times employ qualified and sufficient supervisory personnel to oversee the performance of the Work and to ensure the Work is performed safely and in accordance with the Contract.
- E15.2 The Contractor shall provide coverage of all personnel who require replacement due to vacations, illness, or other temporary absence. The Contractor shall immediately notify the Contract Administrator of all changes of key personnel.
- E15.3 The Contractor shall ensure that all personnel, while on duty, wear neat, good condition, clean work uniforms. Uniforms shall be labelled in such a manner as to identify the employee as the Contractor's employee i.e. Contractor's name and logo.
- E15.4 The Contractor's Contract Manager and each Supervisor shall be equipped with a smart phone capable of email and voice mail.
- E15.5 The Contractor shall provide and maintain an office, furnished and equipped with such facilities, equipment and materials, that are necessary to meet and fulfil the requirements of the Contract, including, without limitation, computer hardware and terminals, internet and telephone communications and Internet access. The Contractor's office shall be open during operating hours on Collection Days and shall be staffed by an experienced person.
- E15.6 The Contractor shall ensure that all drivers/operators of motor vehicles (including without limitation Collection Vehicles) engaged in the Work possess appropriate Provincial driver's licensing. The Contractor shall ensure all persons employed on this Contract have the necessary licencing and training. The Contractor shall supply confirmation upon request from the City.
- E15.7 The Contractor shall ensure that all personnel engaged on this Contract appear and conduct themselves in a manner which does not reflect adversely upon the City.
- E15.8 Personnel engaged in the Work shall refrain from and shall not engage any and all horseplay and misconduct including, but not limited to:

- (a) dangerous driving;
- (b) profanity;
- (c) excess noise.

E16. PERSONNEL TRAINING

- E16.1 All personnel engaged in the Work shall be appropriately qualified, trained, skilled and experienced in their respective professions, trades or occupations. All personnel engaged in the Work shall be legally entitled to work in Canada.
- E16.2 The Contractor shall provide proper, adequate, and continuous job training for all personnel engaged in the Work to ensure the Work is performed and completed in a safe and proper manner.
- E16.3 The Contractor shall ensure that personnel engaged in Collection, and in the handling of Materials, are fully trained in the Collection and handling of Materials including, but not limited to, the following:
- (a) scope of the Work;
 - (b) applicable standard operating procedures for the Work
 - (c) acceptable or unacceptable Materials under the Contract;
 - (d) the City's current Solid Waste By-Law;
 - (e) services standards as described in E13;
 - (f) safety policies and procedures plus those of the Designated Facilities.
- E16.4 The Contractor shall create and maintain complete and accurate records of and concerning the requirements of E16. The Contractor shall allow the City timely and complete access to the Contractor's records and documentation, to allow the City to confirm the Contractor's ongoing compliance with E16. The Contractor shall, at the City's request from time to time, provide copies of documentation related to safety, including without limitation:
- (a) copies of résumés, certification papers, training programs (including content), training records, and like documentation for any and all personnel engaged in the Work,
 - (b) proof of motor vehicle licensing,
 - (c) specifications and permits for all Equipment to be used in the Work, and
 - (d) all other permits and licences obtained by the Contractor for the Work.
- E16.5 The successful Proponent may recruit and train staff, but in no way shall the actions of the successful Proponent cause any disruption of service in respect of any other City contract concerning collection of Materials.

E17. ACCIDENT REPORTING

- E17.1 The Contractor shall report to the Contract Administrator the occurrence, nature and apparent severity of all injuries suffered by personnel engaged in the Work.
- E17.2 In respect of all accidents involving collision, property damage, personal injury of a driver/operator of a motor vehicle (including Collection Vehicles), or member of the public, the Contractor shall, at the first opportunity, verbally report the same to the Contract Administrator immediately following contact with Police, Fire and Ambulance. The Contract Administrator will determine whether a City Representative(s) will attend the accident site. The Contractor shall provide a copy of its accident report to the Contract Administrator by no later than 9:00 a.m. the Calendar Day after the accident, including any required follow-up documentation.

E18. DISMISSAL OF PERSONNEL

- E18.1 In addition to C5, the City may require the suspension, discharge, or other disciplinary action of any personnel engaged in the performance of the Work, for any reasonable cause, including but not limited to:
- (a) found in possession of or under the influence of alcohol and/or mind-altering drugs;
 - (b) criminal actions;
 - (c) use of foul, profane, vulgar or obscene language or gestures, or other publicly offensive behaviour;
 - (d) solicitation of gratuities or tips from the public for services performed under this Contract;
 - (e) refusal to collect and/or handle collectibles placed out for pick-up in accordance with this Contract;
 - (f) wanton or malicious damage or destruction of containers and/or receptacles;
 - (g) wanton or malicious scattering or spilling of material;
 - (h) scavenging of material;
 - (i) unauthorized Collection /combining of materials;
 - (j) unsatisfactory performance of responsibilities;
 - (k) unprofessional or unbusiness like conduct;
 - (l) conduct that is inconsistent with the requirements of the Contract;
 - (m) misconduct or lack of care;
 - (n) incompetence or negligence;
 - (o) failure to conform with any provisions of the Contract; or
 - (p) conduct which is prejudicial to safety, health, or the protection of the environment.
- E18.2 The Contractor shall forthwith comply with any direction given by the City or the Contract Administrator under E18.1 and If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person, in accordance with the Contract.

APPENDIX B

Location(s) of the Community Recycling Depots:

- (a) **St. James Civic Centre**
2055 Ness Avenue at Guildford Street
- (b) **Magnus Eliason Recreation Centre**
430 Langside Street
- (c) **Pan Am Depot**
Taylor Avenue at Poseidon Bay
- (d) **1539 Waverley Street**
At Chevrier Boulevard