



THE CITY OF WINNIPEG

TENDER

TENDER NO. 852-2024

SUPPLY OF CURBSIDE CARTS FOR GARBAGE AND RECYCLING COLLECTION

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 Supply of Curbside Carts for Garbage and Recycling Collection

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, February 9, 2025.

B2.2 The Contract Administrator or the Manager of Purchasing 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 may be directed to the Contract Administrator indicated in D5.

B6. SUBSTITUTES

- B6.1 The Work is based on the materials, equipment, methods and products specified in the Tender.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least 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 material, equipment, method or product as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in 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 price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices.
- B7.2 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 Prices on Form B: Prices shall include:

- (a) duty;
- (b) freight and cartage;
- (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
- (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.

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

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

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

B9.4 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.

B9.5 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, Purchasing Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- B12.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
 - (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B12.4 and D6).
- B12.4 Further to B12.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at [Accessibility Training](#) for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- 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 Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in 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 may 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 a purchase order to the successful Bidder in lieu of the execution of a Contract.

B17.4.1 The Contract Documents, as defined in C1.1(p), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the supply of garbage (black) and recycling (blue) residential wheeled Carts in 240 litre and 360 litre sizes, as well as accessories and parts outlined in Form B: Prices from March 1, 2025, until February 29, 2028, with the option of two (2) mutually agreed upon one (1) year contract extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within three hundred sixty-five (365) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on March 1st of the respective 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) Supply and deliver wheeled curbside residential garbage (black) carts and recycling (blue) carts in 240 litre and 360 litre carts.
- (b) Unloading of carts from trailer and positioning carts at the designated areas as directed by the City.
- (c) Supply and deliver 240 litre and 360 litre cart wheels, 240 litre and 360 litre garbage and recycling cart lids, 240 litre and 360 litre cart axles and grab bars.

D2.3 The Work shall be done on an "as required" basis during the term of the Contract.

D2.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.3.2 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of their actual operational requirements.

D2.4 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. COOPERATIVE PURCHASE

D3.1 The Contractor is advised that this is a cooperative purchase.

D3.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.

- D3.4 If any location of the potential participant is more than ten (10) kilometers beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.
- D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
 - (b) a participant may specify a duration of contract shorter than the duration of this Contract;
 - (c) a participant may specify that only some items under this Contract and/or less than their total requirement for an item are to be supplied under their contract; and
 - (d) any additional delivery charge identified and accepted in accordance with D3.4 and D3.5 will apply.
- D3.7 Each participant will be responsible for the administration of their contract and the fulfilment of their obligations under their contract. The City shall not incur any liability arising from any such contract.
- D3.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D4. DEFINITIONS

D4.1 When used in this Tender:

- (a) "**Cart**" means a rigid plastic, two-wheeled container subject to ANSI Z245.30-2008 and Z245.60-2008 for automated collection;
- (b) "**RFID**" means Radio Frequency Identification;
- (c) "**Spare Parts**" means extra wheels, axels, grab bars and lids required for the purpose of repairing damaged Carts;
- (d) "**Supply of Goods**" means manufacturing of the Carts and delivery to the City of Winnipeg warehouse. Warehouse will be within the City of Winnipeg;
- (e) "**Supply Chain Disruption**" means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:
Andrew Sinclair, Eng., C.E.T.
Supervisor of Support Services
Telephone No.: 204-986-4103
Email Address: andrewsinclair@winnipeg.ca

D6. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D6.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

- D6.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.
- D6.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
 - (b) providing reasonable accommodations;
 - (c) reasonably accommodating assistive devices, support persons, and support animals;
 - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
 - (e) inform the public when accessibility features are not available;
 - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
 - (g) providing adequate training of staff and documentation of same.

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 C16.
- 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 may be 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.

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D9. INSURANCE

D9.1 The Contractor shall provide and maintain the following insurance coverage:

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

D9.2 Deductibles shall be borne by the Contractor.

D9.3 All policies shall be taken out with insurers duly licensed to carry on business in the Province of Manitoba.

D9.4 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4 for the return of the executed Contract Documents, as applicable.

D9.5 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D9.6 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.

SCHEDULE OF WORK

D10. COMMENCEMENT

D10.1 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.

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

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the workers compensation coverage specified in C6.17;
 - (iii) evidence of the insurance specified in D9;
 - (iv) the direct deposit application form specified in D17.5.

D11. DELIVERY

- D11.1 Goods shall be delivered on an "as required" basis during the term of the Contract, free on board (f.o.b.) destination, freight prepaid, to various locations within the City.
- D11.1.1 Goods shall be delivered within thirty (30) Business Days of the placing of an order.
- D11.2 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.
- D11.3 The City will specify quantity, colour and the volume of the Carts at the time of order. The City will always require full 53-foot-long trailer loads of Carts when placing the orders.
- D11.4 The Contractor shall off-load goods and position the carts as directed by the City at the City delivery location. At times, this may require a subcontractor to provide equipment (fork lift/drop trailer) needed to unload the Carts from trailers at a destination where there is no loading dock approximately six (6) times per year.

D12. LIQUIDATED DAMAGES

- D12.1 If the Contractor fails to achieve delivery of the Goods within the time specified in D11.1, the Contractor shall pay the City two-hundred dollars (\$200.00) per day for each day until the goods have been delivered.
- D12.2 The amount specified for liquidated damages in D12.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve delivery by the day fixed herein for same.
- D12.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D13. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D13.1 The City acknowledges that the schedule for this Contract may be impacted by Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the delivery requirements and schedule identified in the Contract, in close consultation with the Contract Administrator.
- D13.2 If the Contractor is delayed in the performance of the Work by reason of Supply Chain Disruption, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D13.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to ordering of material or goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D13.4 For any delay related to Supply Chain Disruption and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D13.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D13.5 The Work schedule, including the durations identified in D11 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D13.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

D14. ORDERS

- D14.1 The Contractor shall provide a telephone number or an email address at which orders for delivery may be placed.

D15. RECORDS

- D15.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D15.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) address;
 - (b) order date(s);
 - (c) delivery date(s);
 - (d) RFID and serial number for every cart supplied; and
 - (e) description and quantity of goods supplied.
- D15.3 Further to D15.2(d), the Contractor shall provide a list of all carts shipped per order including, but not limited to the RFID number, the serial number, the cart size and colour in digital format as requested by the Contract Administrator. Detailed requirements can be referenced in Appendix A.

MEASUREMENT AND PAYMENT

D16. INVOICES

- D16.1 Further to C10, the Contractor shall submit an invoice for each order, delivered to:
- The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
- Facsimile No.: 204-949-0864
Send Invoices to CityWpgAP-INVOICES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca
- D16.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of goods delivered;
 - (e) the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts; and
 - (f) the Contractor's GST registration number.
- D16.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D17. ANNUAL REVIEW – INFLATIONARY ADJUSTMENT

- D17.1 The unit prices specified on Form B: Prices will be adjusted on March 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. The adjustment for these calculations be generated by calculating data from January to December of the previous year for the March adjustment. Each Index identified below presents the Statistics Canada Reference Table, the Title of the Index and the weight of the Index use for the calculation.
- (a) Index "A" Statistics Canada Table:
 - (i) 18-10-0266-01:Plastic resins [281] from the Industrial Product Price Index (23%).
 - (b) Index "B" Statistics Canada Table: 14-10-0205-01:
 - (i) Hourly wages for workers paid by the hour, excluding overtime, for the plastic product manufacturing [3261] industry, Canada (30%).

- (c) Index "C" Statistics Canada Table: 14-10-0205-01:
 - (i) Hourly wages for workers paid by the hour, excluding overtime, for the truck transportation [3261] industry, Canada (5%).
- (d) Index "D" Statistics Canada Table: 18-10-0001-01:
 - (i) Diesel fuel at self-service filling stations, Winnipeg (1%).
- (e) Index "E" Statistics Canada Table (Table 18-10-0004-01):
 - (i) All-items Consumer Price Index, Canada (41%).

D17.2 Composite Index Calculation Steps:

- (a) Each data series (A through E above) shall be divided by their respective January 2024 values such that all January 2024 values equal 1.
- (b) The indexes are multiplied by their respective weights for all time periods.
- (c) The sum of the weighted indexes is taken to calculate a monthly composite index.
- (d) The annual index values are calculated by taking the average of the monthly index ending January of each year (e.g. January 2024 to December 2024).
- (e) The year-over-year percentage change from the composite index from the prior years are applied to the next year's adjustment. As an example, the data from 2024 when compared to 2025 will result in a percentage change for the 2026 March 1 adjustment.

D17.3 The Contractor will provide the Contract Administrator in writing with all required calculations and documentation for the inflationary adjustments outlined in D17.1. The Contractor will provide the proposed adjustment calculation no later than 14 Calendar days prior of the adjustment date (i.e., February 14, 2026). The Contract Administrator will review and approve the calculations and documentation that were provided and will provide clarification/reference material for the Contractor to complete these calculations.

D17.4 If for whatever reason, some of the indexes are not available from Statistics Canada after the adjustment date, the amount of adjustment will be retroactive to the adjustment date.

D17.5 The maximum price adjustment for any Contract year shall not exceed +/- (increase or decrease) five percent (5%).

D18. PAYMENT

D18.1 Further to C10, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://legacy.winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

D19. PAYMENT SCHEDULE

D19.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D20. WARRANTY

D20.1 Warranty is as stated in C11.

D20.2 Cart Warranty.

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

D20.3 The warranty is understood to include, but is not limited to:

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

D20.3.1 Any advanced inventory and tracking technologies (e.g. Radio-Frequency Identification (RFID), barcodes, etc.) proposed by the Contractor shall have the same minimum 10-year warranty as the Cart.

D20.3.2 In the event of any Cart failing, and the Contractor and the City not being able to reach agreement as to the cause of the failure, the decision of the City will govern. The City may engage an independent consultant to assist in determining the cause of the failure. In such event the parties will share the cost of such consultant equally.

D20.3.3 If a systemic failure under normal operating conditions is experienced, or any concern regarding the performance of the Carts arises, the Contractor shall provide an onsite representative to investigate, make recommendations to reduce failure rate and prepare a schedule of reimbursement or replacement of the failed Carts.

DISPUTE RESOLUTION

D21. DISPUTE RESOLUTION

D21.1 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 D21.

D21.2 The entire text of C19.4 is deleted, and amended to read: "Intentionally Deleted"

D21.3 The entire text of C19.5 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 Purchasing Division 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.

D21.4 Further to C19, 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.

D21.4.1 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.

D21.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.

D21.4.3 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.

D21.4.4 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 D21.4.3, 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 C19.

THIRD PARTY AGREEMENTS

D22. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D22.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.

D22.2 Further to D22.1, in the event that the obligations in D22 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.

D22.3 For the purposes of D22:

- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D22.4 Modified Insurance Requirements

D22.4.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such

policy will be written in the joint names of the City, Contractor, Consultants and all subcontractors and subconsultants and include twelve (12) months completed operations. The Government of Manitoba and their Ministers, officers, employees, and agents shall be added as additional insureds.

D22.4.2 If applicable the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.

D22.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.

D22.4.4 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.

D22.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D22.5 Indemnification By Contractor

D22.5.1 In addition to the indemnity obligations outlined in C15 of the General Conditions for Goods, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

D22.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
- (b) any damage to or loss or destruction of property of any person; or
- (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long-term obligation;

in relation to this Contract or the Work.

D22.6 Records Retention and Audits

D22.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D22.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Goods, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D22.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce

them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D22.7 Other Obligations

- D22.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D22.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D22.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D22.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D22.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits follows such codes and the legislation.
- D22.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.

E1.3 ANSI Compliance:

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

E1.4 Geometry & Physical Properties:

- (a) Cart shall have a capacity of 240 litres or 360 litres. Quantity, colour and volume of cart will be specified at the time of order by the City;
- (b) Cart body shall be free of pockets, recesses or intrusions which could trap material or interfere with the discharge of material. The shape of the body shall ensure the free flow of materials from the Cart when dumped;
- (c) The top of the Cart body shall be moulded with a reinforced rim to add structural strength and stability to the Cart and to provide a flat surface for lid closure;
- (d) The Cart shall resist abrasions and be a suitable thickness in all wear areas in order to prevent holes forming especially along the bottom edge of Cart;
- (e) Carts shall function without damage in typical Winnipeg seasonal temperature variations ranging from -40C to +40C;
- (f) Carts shall be designed so that they can be nested together when stored;
- (g) The upper lift point and handle shall be an integrally moulded part of the Cart and shall not rotate on its own axis and shall have grip openings of sufficient size to accommodate gripping with winter work gloves;
- (h) Carts shall be provided with a lid that will not distort, warp, slump, fade or bend over time to such an extent that it no longer fits the body properly;
- (i) Lids shall be securely attached to the Cart and be hinged to open by gravity when being dumped;
- (j) Each lid shall be easily opened with gloved hands and shall not expose the user to material residue;
- (k) Lids shall be crown shaped and continuously overlap and come in contact with the top perimeter of the Cart body;
- (l) Lids shall prevent the intrusion of rainwater, snow, mice, birds, flies and other vectors and the emission of odors;
- (m) Lids shall be hinged to the Cart body as to enable the lid to be fully opened to 270 degrees arc to rest against the backside of the Cart body;
- (n) Hinges shall withstand a pull force of 408 kg (900 lb);
- (o) Lids shall be designed to be easily removed in the event of damage or failure, but not be readily removable by the general public;

- (p) Lids shall have an external handle or design that allows the resident to open the lid without touching the interior of the lid;
- (q) Lids shall not be ventilated;
- (r) Cart wheels shall be a minimum of 25cm (10") diameter and a minimum tread width of 4 cm (1.5"), consist of a polyethylene or metal hub (or equivalent) and a polyethylene wheel with polyethylene treads, or rubber wheel and rubber treads;
- (s) The wheels and axle shall be capable of supporting fully loaded Carts continuously over 10 years of operation including: under all weather conditions, from repeatedly being pulled/pushed up and down stairs and over curbs, and from the forces exerted during collection from grabbing, lifting and setting the Cart down at the end of the dumping cycle;
- (t) The wheel axle shall be solid metal, either stainless or galvanized steel or stainless steel clad;
- (u) The wheel axle shall pass through the Cart outside the material holding area. The mounting for the wheel axle shall be monolithic and an integrally moulded part of the Cart body. The moulded axle sleeve shall supply sufficient support to minimize stress and prevent bending of the axle. Bolt on or "pressed-in" axle attachment methods are not acceptable. Axle attachments that create holes into the body of the Cart are not acceptable;
- (v) The wheel and axle assembly on each of the 2 wheels shall be easily replaceable so that repairs can be done without undue effort but not readily removable by the general public;
- (w) The axle shall be affixed so that it cannot be corroded by material, or become jammed or entangled by material in the Cart;
- (x) Minimum weight capacity shall be 0.3 kg per litre of declared volume capacity;
- (y) All garbage Carts shall be the same colour; supplied in black, or the darkest shade of grey available. Lids shall match the colour of the body;
- (z) All recycling Carts shall be the same colour supplied in the colour of blue. Lids shall match the colour of the body.

E1.5 Wind

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

E1.6 Maintenance

- (a) Parts on the Cart shall be replaceable with relative ease and without the use of specialised tools;
- (b) Spare Parts shall be delivered with Cart orders when ordered at the same time as Carts. Parts will only be ordered when required and will not be requested with all orders for Carts.

E1.7 Corrosion and Weathering

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

E1.8 Identification

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

E1.9 Graphics and Lettering

- (a) Carts shall be hot-stamped with a one colour City logo, the design to be provided by the City;
- (b) Carts must be hot stamped (white) with an address label block at least 50mm (2") x 150mm (6");
- (c) Carts must be hot stamped on the lids or front of body with a graphic similar to the concept graphic detailed in E2.

E2. GRAPHICS

E2.1 Conceptual graphic applicable to garbage (black) Carts

Collection Day Tips

- | | |
|--|---|
| 1. Do not jam or pack items into your cart. They must be able to fall freely when the cart is emptied. | 4. Allow at least one arm's length clearance on all sides of the cart. |
| 2. Make sure the lid is completely closed. Carts with open lids will not be emptied. | 5. Point arrows to street or backlane for collection. |
| 3. Do not leave items on top or anywhere outside the cart. | 6. Take your cart back onto your property as soon as possible after collection. |



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E2.2 Conceptual graphic applicable to recycling (blue) Carts

Place accepted items loose in your cart.

ITEMS YOU CAN RECYCLE

Items must be FREE of food, liquid, Styrofoam, bags and wrappers.

EMPTY PLASTIC



Bottles



Containers



Jugs



Rigid Plastic



Tubs



Personal /House Cleaning Containers

EMPTY GLASS



Jars



Bottles



Jugs

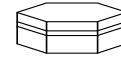
EMPTY METAL



Food Cans



Beverage Cans



Food Containers/
Tins

EMPTY CARDBOARD/PAPER



Newspaper/
Flyers



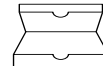
Boxes



Cartons



Mail



Pizza Boxes



Magazines



Papers



Rolls

WHAT ABOUT OTHER ITEMS?

To check whether an item is recyclable, use the Recyclepedia at winnipeg.ca/whatgoeswhere, or call 311. Many items that don't go in your recycling can be recycled for free at a 4R Winnipeg Depot.

Collection Day Tips

1. Do not jam or pack items into your cart. They must be able to fall freely when the cart is emptied.
2. Make sure the lid is completely closed. Carts with open lids will not be emptied.
3. Do not leave items on top or anywhere outside the cart.
4. Allow at least one arm's length clearance on all sides of the cart.
5. Point arrows to street or back lane for collection.
6. Take your cart back onto your property as soon as possible after collection.
7. Call 311 to find out how to get rid of:
 - Extra garbage bags,
 - Large items that do not fit in your cart (e.g. furniture, appliances, mattresses),
 - Items that aren't accepted in your cart (e.g. household hazardous waste, electronics, renovation material).



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E3. GOODS

- E3.1 The Contractor shall supply 240 Litre and 360 Litre Curbside Carts for Garbage and Recycling Collection in accordance with the requirements hereinafter specified.
- E3.2 Item No. 1 - Supply of 240 Litre Garbage Carts.
- E3.3 Item No. 2 - Supply of 240 Litre Recycling Carts.
- E3.4 Item No. 3 - Supply of 360 Litre Garbage Carts.
- E3.5 Item No. 4 - Supply of 360 Litre Recycling Carts
- E3.6 Item No. 5 - Supply of 240 Litre Cart Wheels

- E3.7 Item No. 6 - Supply of 360 Litre Cart Wheels
- E3.8 Item No. 7 - Supply of 240 Litre Garbage Cart Lids
- E3.9 Item No. 8 - Supply of 240 Litre Recycling Cart Lids
- E3.10 Item No. 9 - Supply of 360 Litre Garbage Carts Lids
- E3.11 Item No. 10 - Supply of 360 Litre Recycling Carts Lids.
- E3.12 Item No. 11 - Supply of Grab Bars
- E3.13 Item No. 12 - Supply of 240 Litre Cart Axels
- E3.14 Item No. 13 - Supply of 360 Litre Cart Axels