



**THE CITY OF WINNIPEG**

**REQUEST FOR PROPOSAL**

**RFP NO. 896-2024**

**GARBAGE CART, RECYCLING CART AND YARD WASTE COLLECTION**

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## PART B - BIDDING PROCEDURES

### B1. CONTRACT TITLE

B1.1 Garbage Cart, Recycling Cart and Yard Waste Collection

### B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, January 7, 2026.

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 Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent 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 Request for Proposal will be provided by the Contract Administrator to all Proponents 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 Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.

B3.6 The Proponent 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.

B3.7 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 Proponent by the City or acquired by a Proponent 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:

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

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal 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 Request for Proposal, 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](http://www.merx.com).

B5.4 The Proponent 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 Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.1(a).

## B6. SUBSTITUTES

B6.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.

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 Proponent 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 Proponent 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 Proponents. The Proponent 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 Proponent 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 Proponent 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 B24.

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. PROPOSAL SUBMISSION**

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

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

B7.2 The Proposal should also consist of the following components:

- (a) Experience of Proponent (Section C) in accordance with B10;
- (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;
- (c) Project Understanding and Methodology (Section E) in accordance with B12; and
- (d) Project Schedule (Section F) in accordance with B13.

B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.

B7.5 Proposal format, including number of pages, size of pages, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.

B7.6 The Proposal shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).

B7.6.1 Proposals will **only** be accepted electronically through MERX.

B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B24.1(a).

B7.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

## **B8. PROPOSAL**

B8.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.

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

- (a) if the Proponent is a sole proprietor carrying on business in their own name, their name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent 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 Proposal 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/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in their own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers;
- (d) if the Proponent 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/Proposal should be entered below such signatures.

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

## **B9. PRICES**

B9.1 The Proponent 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 Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B9.1.2 Prices stated in response to B9.1 shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in D29. Any such costs shall be determined in accordance with D29.

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 Proposals.

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 Where applicable, payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B10. EXPERIENCE OF PROPOSER (SECTION C)**

B10.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent in providing garbage, recycling and leaf and yard waste services, vehicle routing experience, a strong understanding of general collection services and associated challenges, mitigation techniques and demonstrated ability in reducing liquidated damages as well as the overall management of the project and contract administration services on up to three projects of similar complexity, scope and value.

B10.2 For each project listed in B10.1(a), the Proponent should submit:

- (a) description of the project;
- (b) role of the proponent;
- (c) original implementation schedule versus actual achieved implementation schedule;
- (d) contractor customer service performance in accordance with past contracts;
  - (i) number of reported missed collections per ten thousand of homes serviced.
  - (ii) number of reported damaged carts per ten thousand homes serviced.
  - (iii) number of reported occurrences of property damage per year.
- (e) number of average hours of unscheduled/reported Equipment down time per year;
- (f) technique or software (or other) utilized to accurately confirm an address has been collected (missed collections concerns);
- (g) project owner;
- (h) reference information (two current names with telephone numbers per project); and
- (i) List of all current contracts with start dates within the last five years.

B10.3 The Proposal should include information regarding the Proponents health and safety experience and rating, including accident frequency and severity statistics, provincial and federal health and safety violations, safety records including but not limited to, staff, Equipment in regard to compliance in relation to contracts.

B10.4 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent.

## **B11. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)**

B11.1 Describe your approach to overall team formation and coordination of team members.

B11.2 Include an organizational chart for the Project including but not limited to:

- (a) Contract Manager;
- (b) Fleet Manager;
- (c) Route Supervisor (s);
- (d) Dispatcher (s);
- (e) Clerical (s);
- (f) Operators;
- (g) Swampers; and
- (h) Any other support staff.

B11.2.2 Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B11.2

B11.3 Submit the names of the Key Personnel identified in B11.2(a), B11.2(b), B11.2(c), B11.2(d) and B11.2(e) that will be assigned to and named in the Contract. Submit for such individual their educational background and degrees (if applicable); professional recognition; job title; years of experience in current position; and years of experience with existing employer; a statement of experience/qualifications; a listing of contracts/projects of similar complexity, scope and value that such individual has participated in, including the contract owner of such contracts/projects.

B11.4 For each person identified in B11.2(c), B11.2(d), B11.2(f), (including spare Operators) and B11.2(g), provide the respective number of such persons proposed to be employed in the Work.

B11.5 For each person identified in B11.2(a) and B11.2(b) list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B10, provide only the project name and the role of the key person. For other projects provide the following:

- (a) Description of project;
- (b) Role of the person;
- (c) Project Owner; and
- (d) Reference information (two current names with telephone numbers and email addresses per project).

## **B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)**

B12.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.

B12.2 Methodology should be presented in accordance with the Scope of Services identified in D2. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B12.3 Proposals should address the team's understanding of the functional and technical requirements including:

- (a) General experience of using GPS/AVL/RFID systems and reporting;
- (b) A description of the GPS/ AVL/ RFID which the Contractor proposes to utilize including, without limitation, information concerning the system/Equipment specifications including make and model of Equipment and software, and information and details concerning GPS/ AVL/ RFID systems described in the RFP;
- (c) Specific experience using the proposed GPS/AVL/RFID system and its reliability as noted in E7. If an operations malfunction or active errors with software is occurring during the collection day, what is the secondary tool or mechanise used to ensure the collected/missed status for residents is accurately communicated to the City of Winnipeg Contract Administrator;
- (d) A description of how your system confirms RFID and reads in real-time;
- (e) Systems or methods that will be used to compensate for RFID failures during a collection route;
- (f) An explanation of how you plan to categorize and report different collection exceptions (example, but not limited to: Not Out vs. RFID Unread vs Contaminated);
- (g) Communication plans for notifying the City of scheduled system maintenance or service disruptions;

- (h) An explanation of your proposed process for video storage as noted in E8.34, retrieval time within two (2) hours of request, and integration with service reporting;
- (i) Information regarding the location, ownership, size and intended purpose of all facilities proposed to be used for the Work, including but not limited to the offices, fleet storage yard and vehicle maintenance facility that will be used by the Contractor;
- (j) A complete list of the Equipment which the Contractor proposes to utilize, including, but not limited to the number and types (including Collection Vehicles for Automated Collection, Semi-Automated Collection, and for the Collection of Yard Waste) of Collection Vehicles, spare Collection Vehicles, and all other Equipment (with make, model, year, height, turning radius, body type and capacity, applicable delivery dates, and CNG fuelling plan if applicable);
- (k) A response plan for emergencies and contingencies to effectively manage unexpected situations;
- (l) A fleet mitigation plan in case of natural disasters or emergencies affecting Collection Vehicles, including, but not limited to vehicle fires;
- (m) A fleet mitigation plan to address the impact of extreme temperatures on collection vehicles during launch operations;
- (n) A proposed plan for the Collection of Garbage and Recyclables using Eligible Containers including:
  - (i) The number of Collections to be performed per Collection Vehicle per day
  - (ii) Proposed method of the collection of Walk-up Service
- (o) Plan for collection of Yard Waste, including how you will manage peak volumes during the spring and fall yard waste seasons;
- (p) Procedures for addressing missed collection or service delays;
- (q) A plan for collection in narrow lanes, cul-de-sac, areas with parked vehicles and lane intersections, while avoiding damage to property, including overhead lines and wires;
- (r) An alternate method to be used to confirm collection at each address if GPS/ AVL/ RFID is unable to confirm collection at each address;
- (s) A plan to provide Manual Collection of carts at times, to fulfill obligations of the Contract; and
- (t) A plan to address any other issues that convey the Proponent understands the Work requirements.

### **B13. PROJECT SCHEDULE (SECTION F)**

- B13.1 Proponents should present a carefully considered critical path method schedule using Microsoft Project or similar project management software, complete with resource assignments, durations (weekly timescale) and milestone dates. The schedule should address each requirement of the Work including, but not limited to, as per E3:
  - (i) Equipment (including Collection Vehicles) delivery and readiness;
  - (ii) Facilities commissioning;
  - (iii) GPS/ AVL/ RFID installation/commissioning and training;
  - (iv) Hiring of staff;
  - (v) Training of staff; and
  - (vi) Post award, pre-commencement of Collection, implementation activities and planning.
- B13.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

#### **B14. SOCIAL PROCUREMENT QUESTIONNAIRE (SECTION G)**

B14.1 The Proponent should fill out the questionnaire in accordance with the questionnaire instructions in Appendix K: Social Procurement Questionnaire.

#### **B15. ENVIRONMENTAL PROCUREMENT QUESTIONNAIRE (SECTION H)**

B15.1 The Proponent should fill out the questionnaire in accordance with the questionnaire instructions in Appendix L: Environmental Procurement Questionnaire.

#### **B16. DISCLOSURE**

B16.1 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.

B16.2 The Persons are:

(a) Green For Life Environmental Inc.

Discussions included:

- (i) How other municipalities processed payment for example: metric tons, dwellings and houses via taxation department;
- (ii) RFID usage in other municipalities, accuracy and usefulness;
- (iii) Size of organics carts; and
- (iv) Bi-weekly garbage pickup with implementation of organics collection.

(b) Miller Waste Systems Inc.

Discussions included:

- (i) How other municipalities processed payment for example: metric tons, dwellings and houses via taxation department;
- (ii) RFID usage in other municipalities, accuracy and usefulness;
- (iii) Size of organics carts; and
- (iv) Bi-weekly garbage pickup with implementation of organics collection.

#### **B17. CONFLICT OF INTEREST AND GOOD FAITH**

B17.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B17.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel 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 Proposals or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract.

(e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or

(f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B17.3 In connection with its Proposal, each entity identified in B17.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP 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.

B17.4 Without limiting B17.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B17.5 Without limiting B17.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B17.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B17.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B18. QUALIFICATION**

B18.1 The Proponent 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 Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- (d) must have a minimum three (3) years of proven experience in providing residential curbside collection of Garbage and/or Recyclables, using Automated Collection and/or Semi-Automated Collection, to a minimum 50,000 single family household within a single

community made up primarily of urban and suburban sections, and areas which require special consideration (e.g. one-way streets, street parking, school zones, commuter road restrictions, laneways and narrow roadways).

B18.2 The Proponent 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>

B18.3 The Proponent 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
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B18.5 and D6).
- (e) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - Security Clearance.

B18.4 Further to B18.3(c), the Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Proponent 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 WORKSAFELEY™ 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 WORKSAFELEY™ 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 at [https://www.winnipeg.ca/matmgt/Safety/safety\\_consultant.stm](https://www.winnipeg.ca/matmgt/Safety/safety_consultant.stm)

B18.5 Further to B18.3(d), the Proponent acknowledges that they have obtained training required by the Accessibility for Manitobans Act (AMA) available at <https://accessibilitymb.ca/resources-events-and-training/online-training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B18.6 The Proponent 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 Proponent.

B18.7 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

## **B19. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

- B19.1 Proposals will not be opened publicly.
- B19.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B19.3 The Proponent is advised any information contained in any Proposal Submission 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).
- B19.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent 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.
- B19.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Contract Administrator.

## **B20. IRREVOCABLE OFFER**

- B20.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B20.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such 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/Proposal.

## **B21. WITHDRAWAL OF OFFERS**

- B21.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

## **B22. INTERVIEWS**

- B22.1 The Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

## **B23. NEGOTIATIONS**

- B23.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B23.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B23.3 If, in the course of negotiations pursuant to B23.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

## B24. EVALUATION OF PROPOSALS

B24.1 Award of the Contract shall be based on the following evaluation criteria:

(a)	compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom:	(pass/fail)
(b)	qualifications of the Proponent pursuant to B18:	(pass/fail)
(c)	Total Bid Price; (Section B)	40%
(d)	Experience of Proponent; (Section C)	20%
(e)	Experience of Key Personnel Assigned to the Project; (Section D)	10%
(f)	Project Understanding and Methodology (Section E)	20%
(g)	Project Schedule. (Section F)	5%
(h)	Social Procurement Questionnaire (Section G)	2.5%
(i)	Environmental Procurement Questionnaire (Section H)	2.5%

B24.2 Further to B24.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal 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 Proposal or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B24.3 Further to B24.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.

B24.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B24.1(a) and B24.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B24.5 Further to B24.1(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.

B24.5.1 Further to B24.1(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.

B24.6 Further to B24.1(d), Experience of Proponent will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B10.

B24.7 Further to B24.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel on Projects of comparable size and complexity, in accordance with B11.

B24.8 Further to B24.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B12.

B24.9 Further to B24.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13.

B24.10 Further to B24.1(h), Social Procurement Questionnaire will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B14

B24.11 Further to B24.1(i), Environmental Procurement Questionnaire will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B15.

B24.12 Notwithstanding B24.1(d) to B24.1(i), where Proponents fail to provide a response to B7.2(a) to B7.2(d), the score of zero may be assigned to the incomplete part of the response.

B24.13 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B22.

B24.14 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B24.15 Separate Contracts shall be awarded for each Area on the basis of:

- (i) Area One (for Collection February 1, 2027 until January 31, 2032);
- (ii) Area Two (for Collection February 1, 2027 until January 31, 2032).

as identified on Form B: Prices. Each Area will be evaluated in accordance with the specified evaluation criteria. The City shall have the right to choose the Proponent and corresponding Area that is in its best interests.

## **B25. AWARD OF CONTRACT**

B25.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B25.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.

B25.2.1 Without limiting the generality of B25.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Proposal 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.

B25.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer for each Area.

B25.4 The City intends to award a contract for each area to separate proponents.

B25.5 Further to B23.3, should a Proponent submit the most advantageous offer for both Areas, such Proponent will not be awarded a Contract for both Areas despite having submitted the most advantageous offer for both Areas. Such Proponent shall be awarded a Contract for one (1) Area only, and the City, in its sole discretion, shall determine which Area, in the City's best interests, that is to be awarded to such Proponent.

B25.5.1 Further to B23.5, the City will award a Contract for the other Area to the Proponent submitting the next most advantageous offer for that Area.

B25.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents.

B25.7 Following issuance of the award letter a document package comprising the Contract Documents will be provided to the successful Proponent electronically.

- B25.8 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D29 shall immediately take effect upon confirmation of such funding, regardless of when the funding is confirmed.
- B25.9 Following the award of contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Contract Administrator.
- B25.10 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Contractor will be paid for all Services rendered up to time of termination.

## 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, Purchasing Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)

C0.2 A reference in the Request for Proposal 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 SERVICES

D2.1 The Work to be done under the Contract shall consist of the Collection and Delivery of Garbage, Recyclables, Yard Waste, Surplus Waste, Extra Work and Additional Work Outside the Area, in the applicable Area, for entities entitled to such services as governed by the Solid Waste By-law to the Designated Facilities for the period from February 1, 2027 until January 31, 2032, 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 twenty-four (24) months prior to the expiry date of the Contract. The City shall incur no liability to the Proponent as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on February 1<sup>st</sup>, 2032, 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 Proponents 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 Contractor acknowledges that the City, in its sole discretion, may commence providing City residents services for the Collection and delivery of Residential Food Waste materials from Residential Properties to the Designated Facility during the Term.

D2.3 Subject to D2.2, the City may undertake negotiations with the Contractor to add Residential Food Waste Collection as an additional scope of Services to the Work of this Contract a minimum of one (1) year prior to the anticipated start date for the additional services. The City may also elect to publicly tender the Residential Food Waste Collection, at its sole discretion.

D2.4 Subject to D2.2, if the City elects to undertake negotiations with the Contractor to add Residential Food Waste Collection to this Contract, the detail and scope of work would be mutually agreed to in writing, pursuant to the Change in Work section of this Contract, between the parties (including any changes to the Contract Price for the addition of the Residential Food Waste collection service). The City considers the following parameters to be a necessary Change of Work order to this Contract:

D2.4.1 The Residential Food Waste material shall be Collected by the Contractor from a type of Collection Container that has been approved for such use by the Contract Administrator and is supplied by the City. Collection Containers for Residential Food Waste material will have design features to allow mechanical lifting and loading (North America Standards).

D2.4.2 Collection of Residential Food Waste material would be undertaken in the same Area/dwellings as awarded to the Contractor, shall occur on designated Collection Days directed by the Contract Administrator, and such Residential Food Waste Collection will be undertaken from the same Service Points as for Garbage.

D2.5 The major components of the Work are as follows:

(a) Collection is divided into two (2) Areas: Area One and Area Two, as shown on drawing SWS-2025-01;

- (b) Collection of Solid Waste by the Contractor shall be done:
  - (i) utilizing and engaging manual Collection of Yard Waste and Surplus Waste in the applicable Area;
  - (ii) utilizing and engaging Automated Collection and/or Semi-Automated Collection of all Garbage and Recyclables in the applicable Area.
- (c) delivering all Materials to the Designated Facilities;
- (d) following the defined volumes in the Solid Waste Bylaw 30-2025, or as mutually agreed to by each party where a:
  - (i) Residential Property is provided weekly collection of 240 litres of garbage and 240 litres of recycling collection in an Eligible Container, provided by the City;
  - (ii) Residential Property may upgrade their weekly collection service to a maximum of 600 litres of garbage collection and 600 litres of recycling collection, in Eligible Containers provided by the City;
  - (iii) Commercial Property, upon application and approval is provided weekly collection of 240 litres of garbage and 240 litres of recycling collection in an Eligible Container, provided by the City;
  - (iv) Commercial Property, upon application and approval may upgrade their weekly collection service to a maximum of 600 litres of garbage collection and 600 litres of recycling collection, in Eligible Containers provided by the City;
  - (v) Commercial property, occupied by the City, may receive weekly collection service as required by the site, in Eligible Containers provided by the City;
  - (vi) Commercial property, that requires over 600 litres of service and is unable to have service provided by way of bin, may upon approval, be provided weekly collection service to a maximum of 3,000 litres of garbage collection and 3,000 litres of recycling collection, in Eligible Containers provided by the City;
  - (vii) Multi-Unit Property is provided weekly collection of 120 litres of garbage and 120 litres of recycling collection per Dwelling Unit in an Eligible Container provided by the City;
  - (viii) Multi-Unit Property may apply for an increase or decrease in service, if satisfactory to the City. Upon application and approval, Multi-Unit Properties may upgrade their weekly collection service to a maximum of 240 litres of garbage collection and 240 litres of recycling collection per Dwelling Unit, in Eligible Containers provided by the City. Additional collection services above the maximum may be approved by the Director at their discretion.

D2.6 The Contractor does not have an exclusive right to perform the Work in the Area, and this Contract is not a guarantee of exclusivity.

D2.7 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Proponents are advised that monies have been approved for work up to and including December 31, 2025.

D2.7.1 In the event that Council does not approve the annual budget for any year during this Contract, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon one hundred and twenty (120) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made against the City for damages of any kind resulting from the termination, including, but not limited to, on the ground of loss of anticipated profit on Work.

D2.8 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 its total requirement for an item are to be supplied under its contract; and
- (d) any additional delivery charge identified and accepted in accordance with clause D3.4 and D3.5 will apply.

D3.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its 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 Request for Proposal:

- (a) **“Additional Work Outside the Area”** has the meaning given in E17.1;
- (b) **“Area One”** means the geographic area indicated as Area One as shown in SWS-2025-01
- (c) **“Area Two”** means the geographic area indicated as Area Two as shown in SWS-2025-01
- (d) **“Area”** means either Area One or Area Two as the case may be, and **“Areas”** means both Area One and Area Two;
- (e) **“Automated Collection”** means the automated retrieval of a Cart that is lifted and emptied using a mechanical lifting and tipping device;
- (f) **“Cart”** means an Eligible Container that's a rigid plastic wheeled container, as supplied by the City, eligible for having specific types of Material contained within it;
- (g) **“Chronic List”** has the meaning given in E8.30;
- (h) **“City of Winnipeg Facility”** means a Premise operated by the City, or on the City's behalf;
- (i) **“Collect” and “Collection”** means the picking up and emptying of Material, including from Collection Containers, into a Collection Vehicle;

- (j) **“Collection Container”** means a container designated by the City as eligible for having specific types of Material contained within it, and includes a Cart;
- (k) **“Collection Day”** means the Calendar Day on which a Collection is scheduled to occur;
- (l) **“Collection Vehicle”** means a motor vehicle (including packer body) designed and intended for use, and which is used as the case may be, for Collection;
- (m) **“Commercial Property”** means a building or other property, or portion thereof, that is designed or used in whole or in part for uses other than for residential occupancy, and includes a building, property, or portion thereof that is used as defined in the Solid Waste Bylaw 30/2025;
- (n) **“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;
- (o) **“Contamination”** means, as context and usage require, any material/substance that does not qualify as Garbage, Recyclables, Yard Waste, or Surplus Waste, as the case may be;
- (p) **“Contract Manager”** means the person named in the Contract as Contract Manager, or appointed from time to time by the Contractor under E4.1 who acts on behalf of the Contractor;
- (q) **“Customer Service Request”** has the meaning given in E27.2;
- (r) **“Designated Facilities”** means the Brady Road Resource Management Facility, the Material Recovery Facility and any other designated waste management site directed by the City;
- (s) **“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;
- (t) **“Dwelling Unit”** means
  - (a) a building or portion of a building designed or used for residential occupancy by a single family, including cooking, eating, sanitary and sleeping facilities; or
  - (b) a living unit;
- (u) **“Eligible Container”** means a container designated by the Director as eligible for having specific types of solid waste contained within it and collected as part of the City’s Solid Waste Services;
- (v) **“Equipment”** means all apparatus, machinery, vehicles, tools, and other things required for the performance and completion of the Work, and includes Plant and Collection Vehicles;
- (w) **“Extra Work”** has the meaning given in E16.1;
- (x) **“Fleet Manager”** means the person named in the Contract as Fleet Manager, or appointed from time to time by the Contractor under E4.2, who acts on behalf of the Contractor;
- (y) **“Garbage”** has the same meaning as “garbage” as defined in the Solid Waste By-law 30/2025;
- (z) **“Hand Bombing”** means any manual removal of Material from a Collection Container;
- (aa) **“Implementation Plan”** has the meaning given in E3.2;
- (bb) **“Manual Lifting”** means any lifting of a Collection Container without the use of a mechanical lifting and tipping device;
- (cc) **“Manual Collection”** means using Manual Lifting to deposit Material into a Collection Vehicle at a Service Point;

- (dd) **“Material”** means, notwithstanding C1.1 (y), Garbage, Recyclables, Yard Waste, and/or Surplus Waste;
- (ee) **“Material Pick-up Schedule”** has the meaning given in E3.1;
- (ff) **“Material Recovery Facility”** and **“MRF”** means a facility located at 335 Mazenod Road for processing of Recyclables, and any other designated MRF's as directed by the City;
- (gg) **“Multi-Unit Property”** means a building, or portion of a building, which has eight or more dwelling units in total and includes a building or portion thereof that is used as an assisted living facility;
- (hh) **“Residential Food Waste Collection Services”** has the meaning given in D2.2
- (ii) **“PPE”** means personal protective equipment;
- (jj) **“Premise”** means land together with its building or buildings;
- (kk) **“Project”** means the Work in the Contract;
- (ll) **“Proponent”** means any Person or Persons submitting a Proposal for Services;
- (mm) **“Recyclables”** has the meaning given in E18.1 and E18.2;
- (nn) **“Residential Property”** means
  - (a) a building, or portion of a building, which has seven or fewer dwelling units in total;
  - (b) a care home; or
  - (c) a mobile home;
- (oo) **“RFID”** means Radio Frequency Identification;
- (pp) **“Route Map and Schedule”** has the meaning given in E3.3;
- (qq) **“Route Supervisor”** means the person(s) named in the Contract as Route Supervisor, or appointed from time to time by the Contractor under E4.3 who acts on behalf of the Contractor;
- (rr) **“Semi-Automated Collection”** means the manual retrieval of a Cart that is lifted and emptied using a mechanical lifting and tipping device;
- (ss) **“Service Deficiency”** has the meaning given in E27.3;
- (tt) **“Service Point”** means the location, on a Premise, where a Collection Container is placed for Collection;
- (uu) **“Set Day Cycle Biweekly”** means each Premise receives a Collection on a set Collection Day once every 14 days in a biweekly period that occurs on a set day of the week that is between Monday and Friday;
- (vv) **“Set Day Cycle Once”** means each Premise receives a Collection on a set Collection Day once per calendar week fifty-two (52) times per year that occurs on a set day of the week that is between Monday and Friday;
- (ww) **“Set Day Cycle Twice”** means each Premise receives a Collection on a set Collection Day twice per calendar week 104 times per year that occurs on a set day of the week on either Monday/Thursday or a Tuesday/Friday cycle;
- (xx) **“Solid Waste”** has the same meaning as “solid waste” as defined in the Solid Waste By-law;
- (yy) **“Solid Waste By-law”** means The City of Winnipeg By-law No. 30/2025 as in effect and supplemented/revised from time to time;
- (zz) **“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;
- (aaa) **“Surplus Waste”** means regular-sized plastic garbage bags containing Garbage set out for Collection;

- (bbb) **“Swamper”** means a worker/helper who Collects Material;
- (ccc) **“Uncontrollable Circumstance”** has the meaning given in E26.9;
- (ddd) **“Volume Standard”** means the volume of a Material type that the City allows for Collection at a Premise;
- (eee) **“Walk-up Service”** has the meaning given in E14.1;
- (fff) **“Yard Waste”** means grass clippings, leaves, plants, flowers, tree/hedge prunings, small branches (no longer than 1 meter (3 feet) in length and 100mm (4 inches) in diameter); and
- (ggg) **“311 Customer Service System”** has the meaning given in E25.3.

## **D5. CONTRACT ADMINISTRATOR**

D5.1 The Contract Administrator is:

MaryEllen Klippenstine  
Supervisor of Collections  
Telephone No. 204-986-4988  
Email Address.: MKlippenstine@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. 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. SUPPLIER CODE OF CONDUCT**

D7.1 The Contractor has reviewed and understands the City’s Supplier Code of Conduct. This document is located at: <https://www.winnipeg.ca/media/4891>

D7.2 The Contractor agrees to comply with the Supplier Code of Conduct as it may be amended or replaced from time to time. The Contractor is responsible for periodically checking the above link for updates to the Supplier Code of Conduct. Contract signature on Form A: Bid/Proposal from the Contractor signifies agreement to the Supplier Code of Conduct which comes into effect once the Contract starts.

D7.3 If there is a conflict between the Contract and the Supplier Code of Conduct – the Contract will prevail.

## D8. UNFAIR LABOUR PRACTICES

D8.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor will 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> conventions as ratified by Canada.

D8.2 The City of Winnipeg is committed and requires its Contractors 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.

D8.3 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.).

D8.4 Failure to provide the evidence required under D8.3, may be determined to be an event of default in accordance with C18.

D8.5 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.

D8.5.1 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.

D8.5.2 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 D8.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.

D8.5.3 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.

## D9. INFORMATION MANAGEMENT

D9.1 The following provisions are in addition to any preceding obligations of confidentiality contained in this document. All requirements apply to the Contractor.

D9.2 The Contractor acknowledges that The Freedom of Information and Protection of Privacy Act ("FIPPA") and Personal Health Information Act ("PHIA") imposes obligations on the City to collect, store, use, disclose, and destroy "personal information", as that term is defined in FIPPA, ("Personal Information") in the strictest of confidence and in accordance with FIPPA and PHIA.

D9.3 The Contractor:

- (a) Shall be deemed to be an Information Manager as that term is defined in FIPPA;
- (b) Shall be responsible to ensure that all Personal Information is collected, stored, used, disclosed or destroyed only and strictly in accordance with the Contract; and
- (c) Shall, in respect of all Personal Information, implement and comply with the security requirements, controls, policies, and standards set out in the Contract and the Specifications.

D9.4 While this Contract is in effect, and at all times thereafter, the Contractor shall treat as confidential any and all Confidential Information which it acquires or that is collected, stored, used, disclosed or destroyed, or to which it is given access, or which in any other way it comes into possession or knowledge of, during the course of the performance of the Contract. For the purposes of this Contract, Personal Information shall be considered to be Confidential Information.

D9.5 The Contractor shall comply with section 44.1 of FIPPA, and more generally, any collection, storage, use, disclosure or destruction of Personal Information by the Contractor shall be in compliance with FIPPA and PHIA.

D9.6 Further to C23 of the General Conditions, all Confidential Information is and shall remain the property of the City.

D9.7 The Contractor shall not disclose or appropriate to their own use, or to the use of any third party, all or any part of the Confidential Information without the prior written consent of the Contract Administrator. The Contractor shall not at any time make any public announcement, press release, or statement of fact or opinion regarding the Bid Opportunity, the Contract, the Work, the City, or the Confidential Information without the prior written consent of the Contract Administrator.

D9.8 While this Contract is in effect and at all times thereafter the Contractor shall: (a) only collect, store, use, disclose or destroy the Confidential Information for the purposes expressly permitted by the City, and only to the extent necessary to perform its obligations under this Contract:

- (a) ensure that access to the Confidential Information is only provided or permitted a “need to know” basis, and that access, when given, shall be the minimum amount necessary to accomplish the task;
- (b) not disclose or permit the disclosure of the Confidential Information or any copies thereof, whether in whole or in part, in any form or medium, to any third party, without the prior written consent of the Contract Administrator;
- (c) not reproduce any Confidential Information, in whole or in part, in any form or medium, without the express prior written consent of the Contract Administrator; and

D9.9 The Contractor shall put into place reasonable security arrangements, including administrative, technical, and physical safeguards that ensure the confidentiality and security of the Confidential Information. The standard of such security arrangements shall be the greater of:

- (a) the standards the Contractor has in place to protect its own confidential information; or
- (b) the standards imposed on the Contractor by the Contract Administrator.

D9.10 Upon becoming aware of any unauthorized use or handling of the Confidential Information (a “Confidentiality Breach”), the Contractor shall immediately notify the Contract Administrator in writing, take all reasonable steps to prevent the recurrence of any such Confidentiality Breach, and notify the Contract Administrator of said steps in writing.

D9.11 Upon receiving a subpoena or other validly issued administrative or judicial order seeking Confidential Information, the Contractor shall provide the Contract Administrator with prompt notice thereof, deliver a copy of its proposed response to the Contract

Administrator, and thereafter be entitled to comply with the demand to the extent permitted or required by law (unless the demand has been time-limited, quashed, or extended). The Contractor shall cooperate with the Contract Administrator in the defense of the demand, if so requested by the Contract Administrator.

D9.12 The Contractor shall comply with all directives issued by the Contract Administrator with respect to safeguarding or otherwise ensuring the confidentiality of the Confidential Information, and shall cooperate with the Contract Administrator so that the Contract Administrator can verify that the Contractor has complied, and is complying, with its obligations hereunder.

## **SUBMISSIONS**

### **D10. AUTHORITY TO CARRY ON BUSINESS**

D10.1 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.

### **D11. SAFE WORK PLAN**

D11.1 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.

D11.2 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, Purchasing Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D11.3 Notwithstanding B18.4 at any time during the term of the Contract, the City may, at its 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.

### **D12. INSURANCE**

D12.1 The Contractor shall provide and maintain the following insurance coverage:

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

D12.2 Deductibles shall be borne by the Contractor.

D12.3 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.

D12.4 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 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.

D12.5 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.

D12.6 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.

### **D13. CONTRACT SECURITY**

D13.1 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) performance bond of a company registered to conduct the business of a surety in Manitoba, in the amount of fifty percent (50%) of the Contract Price for the initial term or extension term; or
- (b) labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in an amount equal to fifty percent (50%) of the Contract Price for the initial term or extension term; 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 Contract Price for the initial term or extension term.

D13.1.2 Bonds are available at:

- (a) Performance Bond <https://www.winnipeg.ca//media/4928/>
  - (i) Performance Bond – Schedule A - Form of Notice  
<https://www.winnipeg.ca//media/4831/>
  - (ii) Performance Bond – Schedule B – Surety's Acknowledgement  
<https://www.winnipeg.ca//media/4832/>
  - (iii) Performance Bond – Schedule C – Surety's Position  
<https://www.winnipeg.ca//media/4833/>
- (b) Labour & Material Payment Bond <https://www.winnipeg.ca//media/4930/>
  - (i) L&M Bond – Schedule A – Notice of Claim  
<https://www.winnipeg.ca//media/4834/>
  - (ii) L&M Bond – Schedule B – Acknowledgement of a Notice  
<https://www.winnipeg.ca//media/4835/>
  - (iii) L&M Bond – Schedule C – Surety's Position  
<https://www.winnipeg.ca//media/4836/>

D13.1.3 Proponents 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.

D13.1.4 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 D13.1.4(b).

D13.1.5 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.

D13.1.6 Digital bonds passing the verification process will be treated as original and authentic.

D13.1.7 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.

D13.2 The Contractor shall provide the Contract Administrator identified in D4.1(a) 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.

#### **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) by at least November 1, 2026 and 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.

#### **SCHEDEULE 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 D10;
  - (ii) evidence of the workers compensation coverage specified in C6.17;
  - (iii) the Safe Work Plan specified in D11;
  - (iv) evidence of the insurance specified in D12;
  - (v) the contract security specified in D13;
  - (vi) the equipment list specified in D14, including the new Equipment Purchase Order or Invoice or equivalent; and
  - (vii) the direct deposit application form specified in D23.2(a)(i).
- (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, 2027.

## **D16. LIQUIDATED DAMAGES**

- D16.1 If the Contractor fails to perform the Work in accordance with this Contact or is otherwise in default of any term or condition, the City may assess liquidated damages for every such instance of non-performance or default in accordance with the E34.
- D16.2 Liquidated damages specified in the Contract are hereby agreed upon, fixed and determined by the parties as a reasonable genuine pre-estimate of the City's loss and damage in each such case, and are not a penalty.
- D16.3 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.
- D16.4 The Contract Administrator shall determine the extent to which the Contractor is liable to pay to the City liquidated damages.
- D16.5 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.

## **D17. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS**

- D17.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration delivery requirements and schedule identified in the Contract in close consultation with the Contract Administrator.
- D17.2 If the Contractor is delayed in the performance of the Work by reason of the 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.
- D17.3 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 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.
- D17.4 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 D17.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D17.5 The Work schedule where applicable will be adjusted to reflect delays accepted by the Contract Administrator.
- D17.6 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.

## CONTROL OF WORK

### D18. JOB MEETINGS

D18.1 Regular semi-annually job meetings will be held at the City of Winnipeg Solid Waste Services Office at 1120 Waverley Street, Winnipeg, Manitoba. 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 B18.4, the Contractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B18.4.

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

### D21. DEFICIENCIES

D21.1 Further to C11.7, the Contract Administrator may order the Contractor to alter or improve their methods, to increase or improve their Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:

- (a) the Work is not being, or will likely not be, performed satisfactorily; or
- (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.

## **D22. WINNIPEG CLIMATE ACTION PLAN AND ANNUAL FUEL REPORTING**

D22.1 The Contractor shall submit to the Contract Administrator for approval no later than March 31<sup>st</sup> 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:

D22.2 If the total fuel use of all fuels combined is estimated to be less than 10,000 litres, report to the Contract Administrator that the fuel use does not meet the reporting threshold, otherwise;

D22.3 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)

D22.4 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).

D22.5 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).

D22.6 Any other information requested by the Contract Administrator.

D22.7 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.

## **INVOICES & MEASUREMENT AND PAYMENT**

### **D23. INVOICES**

D23.1 Further to C12, the Contractor:

- shall submit invoices for Work performed in accordance with the instruction on the City's website at: <https://www.winnipeg.ca/finance/corporate-accounts-payable.stm>; and
- should copy the Contract Administrator on submission of its invoices.

D23.2 Payment Certificates:

- Payments to the Contractor for Collection will be made following the end of each month based on a certificate prepared by the Contract Administrator indicating the number of units for each payment item in Form B: Prices (excluding Yard Waste, Surplus Waste, Extra Work and Additional Work Outside the Area). Month end payments will be calculated using one-twelfth (1/12) of the annual tendered unit price for each payment item Collected fully or added to the Collection list during the previous month. In balance, no compensation will be applied for payment items deleted at any point during the previous month;
  - will, in respect of Yard Waste, indicate the number of tonnes.
  - will, in respect of Extra Work, indicate the number of hours.
  - will, in respect of Surplus Waste, indicate the number collections.
  - will, in respect of Additional Work Outside the Area, indicate the number of hours.
  - will include any adjustments required or permitted under the Contract.

D23.3 Subject to the terms and conditions of the Contract, including without limitation D23.1 and D23.2, 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 Yard Waste, for each Residential Dwelling Unit, Multi-Unit Building, and Commercial Property on a Set-Day Cycle Biweekly basis at the tendered price for each metric tonne collected.
- (b) in respect of Surplus Waste, for each Residential Dwelling Unit, Commercial Property on a Set-Day Cycle Once basis at the tendered price.
- (c) in respect of Extra Work, at the tendered price.
- (d) in respect of Additional Work Outside the Area, for a Residential Dwelling Unit and Multi-Unit Building, and Commercial Property at the tendered price.
- (e) in respect of Garbage and Recyclables, for each Residential Dwelling Unit, on a Set- Day Cycle Once at the tendered price per year for each.
- (f) in respect of Garbage and Recyclables for each Commercial Property on a Set-Day Cycle Once basis at the tendered price per year for each.
- (g) in respect of Garbage and Recyclables for each Multi-Unit Building on a Set-Day Cycle Once basis at the tendered price per year for each.
- (h) in respect of Garbage and Recyclables for each Multi-Unit Building on a Set-Day Cycle Twice basis, at the tendered price per year for each.
- (i) in respect of Collection of additional/upgrade of Carts for a Residential Dwelling Unit, at the tendered price per year for each.
- (j) in respect of Garbage, Recyclables and Yard Waste for Walk-up Service for a Dwelling Unit, at the tendered price per year for each.

D23.4 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.

#### **D24. PAYMENT**

D24.1 Further to C12, 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://winnipeg.ca/finance/files/Direct\\_Deposit\\_Form.pdf](https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf).

#### **D25. PAYMENT SCHEDULE**

D25.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

#### **D26. ANNUAL REVIEW – INFLATIONARY ADJUSTMENT**

D26.1 The unit prices specified on Form B: Prices will be adjusted based on the annual average of the monthly index for the period of February of the previous year to January of the current year, relative to the average of same period for the previous year (e.g. February 2027 – January 2028 relative to February 2026 – January 2027).

D26.1.1 Index "A":

- (b) Consumer Price Index, monthly for the City of Winnipeg (Statistics Canada Reference Table 18-10-0004-01).

D26.2 The Contractor shall provide the Contract Administrator in writing with all required calculations and documentation for the inflationary adjustments outlined in D26.1. The Contractor will provide the proposed adjustment calculation no later than 30 calendar days following the adjustment date (i.e., March 1, 2028). The Contract Administrator will review

and approve any calculations/documentation and will also be available to provide clarification/reference material for the Contractor to successfully complete the adjustment calculations.

D26.3 Index "A" will be prepared by Statistics Canada. The index is not available until sometime after the adjustment date, the amount of adjustment will be retroactive to the adjustment date.

D26.4 The maximum annual price adjustment shall not exceed +/- 5%.

## **WARRANTY**

### **D27. WARRANTY**

D27.1 Notwithstanding C13, Warranty does not apply to this Contract.

## **DISPUTE RESOLUTION**

### **D28. DISPUTE RESOLUTION**

D28.1 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 D28.

D28.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D28.3 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 his 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 his Appeal Form.

D28.4 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.

D28.4.1 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.

D28.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.

D28.4.3 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.

D28.4.1 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 D28.4.3, 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.

### THIRD PARTY AGREEMENTS

#### D29. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D29.1 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.

D29.2 Further to D29.1, in the event that the obligations in D29 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.

D29.3 For the purposes of D29:

- (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.

D29.4 Modified Insurance Requirements

D29.4.1 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 and Consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.

D29.4.2 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.

D29.4.3 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.

D29.4.4 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.

D29.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D29.5 Indemnification By Contractor

D29.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Services, 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.

D29.5.2 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.

D29.6 Records Retention and Audits

D29.6.1 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.

D29.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Services, 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 D29.6.1 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.

D29.7 Other Obligations

D29.7.1 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.

D29.7.2 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.

D29.7.3 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.

D29.7.4 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.

D29.7.5 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 is in compliance with such codes and the legislation.

D29.7.6 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 and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor concerning the Work.

## **ASSIGNMENT BY CITY**

### **D30. ASSIGNMENT BY CITY**

D30.1 The City may assign and transfer any portion or all its rights and obligations under this agreement only with the consent of the Contractor which consent shall not be unreasonably withheld.

**FORM K: EQUIPMENT**  
(See D14)

**GARBAGE CART, RECYCLING CART AND YARD WASTE COLLECTION**

<b>1. Category/type:</b>	
Make/Model/Year:	Serial No.:
Registered owner:	
Make/Model/Year:	Serial No.:
Registered owner:	
Make/Model/Year:	Serial No.:
Registered owner:	
<b>2. Category/type:</b>	
Make/Model/Year:	Serial No.:
Registered owner:	
Make/Model/Year:	Serial No.:
Registered owner:	
Make/Model/Year:	Serial No.:
Registered owner:	
<b>3. Category/type:</b>	
Make/Model/Year:	Serial No.:
Registered owner:	
Make/Model/Year:	Serial No.:
Registered owner:	
Make/Model/Year:	Serial No.:
Registered owner:	
<b>4. Category/type:</b>	
Make/Model/Year:	Serial No.:
Registered owner:	
Make/Model/Year:	Serial No.:
Registered owner:	
Make/Model/Year:	Serial No.:
Registered owner:	

**FORM K: EQUIPMENT**  
(See D14)

**GARBAGE CART, RECYCLING CART AND YARD WASTE COLLECTION**

**5. Category/type:**

Make/Model/Year: \_\_\_\_\_ Serial No.: \_\_\_\_\_

Registered owner: \_\_\_\_\_

Make/Model/Year: \_\_\_\_\_ Serial No.: \_\_\_\_\_

Registered owner: \_\_\_\_\_

Make/Model/Year: \_\_\_\_\_ Serial No.: \_\_\_\_\_

Registered owner: \_\_\_\_\_

**6. Category/type:**

Make/Model/Year: \_\_\_\_\_ Serial No.: \_\_\_\_\_

Registered owner: \_\_\_\_\_

Make/Model/Year: \_\_\_\_\_ Serial No.: \_\_\_\_\_

Registered owner: \_\_\_\_\_

Make/Model/Year: \_\_\_\_\_ Serial No.: \_\_\_\_\_

Registered owner: \_\_\_\_\_

## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
SWS-2025-01	Integrated Solid Waste Collection for Area One and Area Two
SWS-2025-02	Back Lane/Front Street Pick Up Locations

#### E2. CONTRACT QUANTITIES AND LOCATIONS

E2.1 The quantities shown in Form B: Prices are estimates, indicating an estimated number of monthly quantities and are for comparison purposes only. The said quantities are approximate only and are to be used only for purposes of comparison of bids, and the City makes no warranty or guarantee with respect to any of same.

E2.1.1 The City anticipates that the quantities in Form B: Prices may be increased by 2% per year; however, the City makes no warranty or guarantee with respect to any of same.

E2.2 The attached Appendices listed below are for information only, and the City makes no warranty or guarantee with respect to any of same:

- (a) Appendix A is a breakdown of Multi-Unit Property for Area One;
- (b) Appendix B is a breakdown of Multi-Unit Property for Area Two;
- (c) Appendix C is a breakdown of Commercial for Area One;
- (d) Appendix D is a breakdown of Commercial for Area Two;
- (e) Appendix E is a breakdown of Walk-up Service for Area One;
- (f) Appendix F is a breakdown of Walk-up Service for Area Two;
- (g) Appendix G is historic quantities collected of Yard Waste for Area One;
- (h) Appendix H is historic quantities collected of Yard Waste for Area Two;
- (i) Appendix I is historic quantities collected of Surplus Waste for Area One; and
- (j) Appendix J is historic quantities collected of Surplus Waste for Area Two;

E2.3 Prior to the commencement of Collection, the Contract Administrator will issue to the Contractor an update of Appendix A - F, which will also update applicable quantities in Form B Prices. The Contract Administrator will deliver such updated Appendices not later than December 1, 2026, and there shall be no further obligation on the part of the City to provide further updated Appendices. Beginning December 1, 2026 additions and deletions in respect of Collection and in respect of Walk-up Service will be made in accordance with E2.4, E2.5, E2.6 and E2.8 as the case may be. The Contractor shall be responsible for updating and maintaining its own records concerning the applicable Appendices.

E2.4 The Contractor shall provide Collection for any additional Dwelling Unit or Premise within the Area that is entitled to such service as governed by the Solid Waste By-law and which has such Collection authorized in writing by the Contract Administrator.

E2.5 The Contractor shall cease Collection to any Dwelling Unit or Premise when cessation has been authorized by the Contract Administrator in writing and notice of same has been given to the Contractor.

E2.6 The Contractor shall commence and provide Walk-up Service for any additional Dwelling Unit authorized in writing by the Contract Administrator, and the Contractor shall cease providing Walk-up Service for a Dwelling Unit when cessation has been authorized by the Contract Administrator in writing and notice of same has been given to the Contractor.

E2.7 In respect of commencement of Collections under E2.4 or additions to Walk-up Service under E2.6, and cessations to Collection under E2.5 or cessations to Walk-up Service under E2.6, payment quantities shall be adjusted for the applicable calendar month in which the addition(s) and deletion(s) occur, and the adjustment shall be effective as of the beginning of such month.

E2.8 Without limiting or otherwise affecting the generality or application of any other term or condition of the Contract, Collection shall cease for a Dwelling Unit or Premise whenever demolition, abandonment or other circumstances cause termination of Collection. The Contractor shall give notice to the Contract Administrator of any such circumstance, and payment quantities shall be adjusted in accordance with E2.7. If for any reason the Contractor fails to give such a notice, or if despite such a notice the Contract Administrator determines that Collection ceased at an earlier date, the Contract Administrator shall determine the date upon which Collection ceased, and payment quantities shall be adjusted in accordance with E2.7.

E2.9 The Contractor shall note that customers have the right to use or reject Collection services. The Contractor shall note the City cannot guarantee the actual number of Dwelling Units or Premises under this Contract. Also, the City may, from time to time, designate and/or change the type of Collection to be used by customers, which may cause an increase or a reduction in the number of Dwelling Units or Premises served under this Contract.

### **E3. IMPLEMENTATION PLANS, SCHEDULES AND INFORMATION**

E3.1 Not more than one hundred and twenty (120) Calendar Days after receiving notice of award and prior to the commencement of Work, the Contractor shall provide the Contract Administrator, for approval, proposed Route Map for the Area and the Work. The Material Pick- up Schedules shall identify, include and make due allowance for the following:

- (a) A schedule showing Collection Days on a Set Day Cycle Once basis for Garbage and Recyclables using the collection days as shown in SWS-2025-01 and Appendix A – F;
- (b) A schedule showing the Collection Days on a Set Day Bi-weekly basis for Yard Waste as shown in SWS-2025-01 A and B weeks;
- (c) The requirements of the Contract; and
- (d) Any other information requested by the Contract Administrator.

E3.1.1 Once approved by the Contract Administrator, the Material Pick-up Schedules shall not be modified, altered or revised without the prior written consent of the Contract Administrator.

E3.1.2 The Contractor shall perform the Work, including Collection, in accordance with the Contract and the approved Material Pick-up Schedules.

E3.1.3 Further to E3.1, the Contractor's Material Pick-up Schedules shall be submitted in electronic format. For the convenience of the Contractor when preparing the Contractor's Material Pick-up Schedules, the City will provide a shape file base map in electronic data format to the Contractor following notice of award. Any such shape file base map that is provided by the City to the Contractor shall be provided on an "as is" basis, and without any representation or warranty whatsoever, including without limitation no representation or warranty as to accuracy, completeness, or fitness for any particular purpose.

E3.2 Not more than one hundred twenty (120) Calendar Days after receiving notice of award and prior to the commencement of Work, the Contractor shall provide the Contract Administrator, for approval, a proposed Implementation Plan for the Work. The proposed Implementation Plan shall identify, include and make due allowance for the following:

- (a) The requirements of the Contract;

- (b) Milestones and deadlines specified in the Contract;
- (c) A detailed critical path method schedule for the Implementation Plan. The schedule shall clearly depict and describe the timing, duration, sequences and interdependencies of all its activities in sufficient detail to satisfy the Contract Administrator with regards to the planning and implementation of the Implementation Plan;
- (d) The schedule for the delivery of the Collection Vehicles;
- (e) CNG fuelling plan if applicable;
- (f) 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;
- (g) A schedule for the hiring of personnel;
- (h) A detailed personnel training plan;
- (i) Safe work procedures for Manual Lifting, including manual lifting of broken carts;
- (j) A schedule for GPS-AVL/RFID system/Equipment implementation, including:
  - (i) the delivery and installation;
  - (ii) Implementation of software;
  - (iii) training of personnel; and
  - (iv) City access and training.
- (k) Emergency and contingency response plans;
- (l) Spill containment and response plan;
- (m) Customer service procedures and training documents;
- (n) Purchase order invoice for new Collection Vehicles as noted in E5 (e.g., Purchase Order Number/Invoice);
- (o) Equipment (including Collection Vehicles) maintenance programs and plans;
- (p) Handling procedures for Material (e.g. procedures for handling Materials during cold or hot weather, procedures for handling Materials on windy days including Collection Containers that have been blown over);
- (q) Procedures for addressing service delays;
- (r) Claims procedures; and
- (s) Any other information requested by the Contract Administrator.

E3.2.1 Once approved, the Implementation Plan shall not be modified, altered or revised without the prior written consent of the Contract Administrator.

E3.2.2 The Contractor shall perform the Work, including all Collection, in accordance with the Contract and the approved Implementation Plan.

E3.3 Not more than one hundred twenty (120) Calendar Days after receiving notice of award and prior to the commencement of Work, the Contractor shall provide the Contract Administrator, for approval, a proposed Route Map and Schedule for Collection routes within the Area. The proposed Route Map and Schedules for Collection routes shall identify and include or make due allowance for the following:

- (a) Proposed Route Map and Schedules shall be assigned by Material type for each Collection Day;
- (b) Collection routes will take account of Set Day Once Biweekly, Set Day Cycle Once, and Set Day Cycle Twice, requirements in the Contract;

- (c) Collection routes, in a proposed Route Map and Schedule, shall be designed to be capable of 100% complete Collection, between the hours of 7a.m. to 6 p.m., of all Materials set out for Collection on the applicable Collection Day;
- (d) All relevant information on each proposed Route Map and Schedule including without limitation:
  - (i) description and identification of each Collection route with associated maps;
  - (ii) heuristic routing (vehicle flow arrows for entire route);
  - (iii) a schedule for the complete Collection of each Collection route including, without limitation, the applicable day of the week and the start and finish destinations;
  - (iv) the quantities and types of Collection Vehicles be used on each Collection Day for each respective Collection route;
  - (v) Collection Day(s); and
  - (vi) Collection Vehicle Identification including packer type and identification number,
- (e) The requirements of the Contract; and
- (f) Any other information requested by the Contract Administrator

E3.3.1 An approved Route Map and Schedule shall not be modified, altered or revised without the prior written consent of the Contract Administrator.

E3.3.2 The Contractor shall perform and complete the Work, including all Collection, in accordance with the Contract and in accordance with (including achieving and completion of Collection) the approved Route Map and Schedules.

E3.4 The City has the right, from time to time, to make 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 starting date for the change to a Collection Day. The Contractor shall comply with any such change to Collection Day(s).

E3.5 The Contractor shall, within seven (7) Calendar Days of request from the Contract Administrator, submit to the Contract Administrator, for approval, a revised proposed Route Map and Schedule for Collection routes within the Area to account for and to update for any required changes to a Route Map and Schedule. Any such revised proposed Route Map and Schedule shall comply with the requirements of E3.3.

E3.6 Not more than one hundred twenty (120) Calendar Days after receiving notice of award and prior to the commencement of Work, the Contractor will provide a proposed Green Fleet Plan to address the following topics:

- (a) Incorporation of option fuels and technologies in the fleet;
- (b) Routing and anti-idling; and
- (c) Operator training (e.g. training for safe and timely vehicle operation while maximising fuel efficiency).

E3.6.1 Once approved, the Green Fleet Plan shall not be modified, altered or revised without the prior written consent of the Contract Administrator.

E3.7 The Contractor shall, not later than January 1, 2027, submit to the Contract Administrator the following:

- (a) vehicle tare weights for each Collection Vehicle shall be completed at the appropriate Designated Facility;
- (b) license plate numbers all motor vehicles (including Collection Vehicles); and
- (c) vehicle identification numbers for all motor vehicles (including Collection Vehicles).

E3.8 Not more than one hundred twenty (120) Calendar Days after receiving notice of award and prior to the commencement of Work, the Contractor shall provide the Contract Administrator, for approval, 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;
- (e) a strategy with respect to access to and egress from the Contractor's facilities and the Designated Facilities;
- (f) resources to monitor and record picket activity and security of facilities;
- (g) the requirements of the Contract; and
- (h) any other information requested by the Contract Administrator.

E3.8.1 The Contractor shall be entitled to update the Labour Contingency Plan to take into account 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.

E3.8.2 An approved Labour Contingency Plan shall not be modified, altered or revised without the prior written consent of the Contract Administrator.

E3.8.3 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.

E3.8.4 The Contractor shall note that:

- (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; and
- (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.

#### **E4. KEY PERSONNEL**

E4.1 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.

E4.1.1 The Contract Manager shall be responsible for overall management of the Work.

E4.1.2 The Contractor shall give the Contract Manager all authority necessary to act on the Contractor's behalf under the Contract.

E4.1.3 The Contractor shall not, without the prior consent of the Contract Administrator:

- (a) revoke the appointment of the Contract Manager or appoint a replacement; and
- (b) change the responsibility(ies) and reporting relationship(s) of the Contract Manager.

E4.1.4 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.

E4.1.5 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

E4.2 Unless the Contractor's Fleet 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 Fleet Manager accompanied with the organizational chart showing responsibilities and reporting relationships. If consent is withheld or subsequently revoked, or if the appointed person fails to act as Fleet Manager, the Contractor shall similarly submit the name and particulars of another suitable person for such appointment.

E4.2.1 The Fleet Manager shall be responsible for Equipment and fleet supervision.

E4.2.2 The Contractor shall not, without the prior consent of the Contract Administrator:

- (a) revoke the appointment of the Fleet Manager or appoint a replacement; or
- (b) change the responsibility(ies) and reporting relationship(s) of the Fleet Manager

E4.2.3 If the Fleet 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.

E4.3 Unless Route Supervisors are named in the Contractor's Bid, the Contractor shall, not later than November 3, 2026, submit to the Contract Administrator for consent the names 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).

E4.3.1 The Contractor shall not, without the prior consent of the City:

- (a) revoke an appointment of Route Supervisors or appoint a replacement(s); or
- (b) change the responsibility(ies) and reporting relationship(s) of Route Supervisors.

E4.3.2 The whole (100%) time of Route Supervisors, individually and respectively, shall be given to the supervision of the performance of the Contract. If Route Supervisors are to be temporarily absent during the execution of the Work, a suitable replacement person shall be appointed, subject to the City's prior consent, and the Contract Administrator shall be notified accordingly.

E4.3.3 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.

E4.3.4 The Route Supervisors shall respond to inquiries from the City's field staff within two (2) hours of a request for information.

E4.3.5 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.

E4.4 The Contractor shall provide to the Contract Administrator, telephone numbers (including, but not limited to, mobile telephone numbers), and email addresses for each of the Contract Manager, Fleet Manager, and the Route Supervisors.

E4.5 The Contract Manager and 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.

E4.6 Security clearances shall be required under this Contract for Walk-up Service and Route Supervisors as identified in B18.3(e). Proof of Security Clearances shall be submitted to the Contract Administrator no later than January 1, 2027.

## **E5. EQUIPMENT AND COLLECTION VEHICLES - GENERAL**

E5.1 The Contractor shall provide Equipment (including Collection Vehicles and supervisory vehicles) sufficient to perform and complete each day's Work on time and on a consistent basis.

E5.2 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.

E5.3 All Collection Vehicles on commencement of the Contract, with exception while new vehicles being purchased/manufactured, shall have a model number year and a manufacturing year not earlier than 2016. This item is subject to liquidated damages as noted in E34.4.

E5.4 All replacement Collection Vehicles shall have a manufacturing year not earlier than 2027. This item is subject to liquidated damages as noted in E34.4.

E5.5 The Contractor shall, on November 1, 2026, provide the number of Collection Vehicles specified and required in the Contract (including the number of Collection Vehicles proposed in the Contractor's Bid). This item is subject to liquidated damages as noted in E34.2.

E5.6 The Contractor shall for each Collection Day provide and utilize the required number of Collection Vehicles as specified and/or required in the Contract (including the required number of Collection Vehicles specified in an approved Route Map and Schedule). This item is subject to liquidated damages as noted in E34.3.

E5.7 The Contractor shall maintain a quantity of spare Collection Vehicles that is not less than the number equal to five (5%) percent (rounded up to the nearest whole number) of the base quantity of Collection Vehicles.

E5.8 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 this Contract. Notwithstanding E21.6, 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 ICI customers for such Collection Vehicle at Designated Facilities. This item is subject to liquidated damages as noted in E34.1.

E5.9 The Contractor shall at all times maintain and keep any and all Equipment clean and in good working order.

E5.10 It is recommended the Contractor provide covered vehicle storage facilities year-round for Collection Vehicles (Collection Vehicles used for Yard Waste excluded) to minimize the risk of damage due to severe weather events.

E5.11 The Contractor shall have and implement a fleet mitigation plan in case of a disaster or emergency affecting Collection Vehicles, including, without limitation, fire.

E5.12 Collection Vehicles, and all other Equipment used or employed in the Work, shall comply with the requirements of the Contract.

E5.13 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.

E5.14 The Contractor shall, on demand, produce valid certificates of inspection, issued by the applicable governmental authority or other authorized agencies, for any Equipment (including Collection Vehicles).

E5.15 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) back up cameras;
- (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; and
- (i) emergency kit for vehicle breakdowns, e.g. traffic cones.

E5.16 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.

E5.17 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.

E5.18 Collection Vehicles must be capable of functioning in extreme ambient temperatures of -40C to +40C and in all weather and climatic conditions.

E5.19 Collection Vehicles shall:

- (a) be capable of manoeuvring through all widths of right-of-ways in the Area;
- (b) must 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, Snow and Ice Control Operations Manual (as same maybe revised and in affect from time to time) <https://legacy.winnipeg.ca/publicworks/snow/snow-clearing-policy.stm>;
- (c) service all front streets, back lanes, and service roads without contacting or damaging overhead lines; and
- (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).

E5.20 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.

E5.21 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 fifteen centimetres (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.

E5.22 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 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.

- E5.23 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.
- E5.24 The Contractor shall at a minimum, ensure that the Collection Vehicle has a camera able to capture video and photograph on the front of the vehicle, the rear of the vehicle, passenger side of the vehicle, driver side of the vehicle and the hopper.
- E5.25 Any electronic equipment on Collection Vehicles (including without limitation cameras, GPS devices, RFID readers, and monitors) shall be capable of functioning in extreme temperatures of -40C to +40C and in all weather and climatic conditions.

## **E6. COLLECTION VEHICLES – AUTOMATED COLLECTION, SEMI – AUTOMATED COLLECTION AND MANUAL COLLECTION OF YARD WASTE**

- E6.1 In addition to E5, Automated Collection and Semi-Automated Collection shall be performed using Collection Vehicles:
  - (i) equipped with a fully functional mechanical lifting and tipping device;
  - (ii) capable of picking up, lifting, emptying, and placing Carts down without damage to the Cart;
  - (iii) in respect of Automated Collection, with a mechanical lifting and tipping device capable of reaching, picking up, lifting, emptying, and placing a Cart to its original location near or between any reasonable obstructions including parked vehicles, without causing damage to private or public property;
  - (iv) such that the mechanical lifting and tipping device does not contact any structures on private or public property; and
  - (v) such that the mechanical lifting and tipping device is fully functional in extreme ambient temperatures of -40C to +40C and in all weather and climatic conditions.
- E6.2 In addition to E6, Collection of Yard Waste must be performed using Collection Vehicles:
  - (i) clean and free of any debris or Contamination prior to the Collection of Yard Waste; and
  - (ii) equipped with GPS-AVL units in accordance with E7.

## **E7. GLOBAL POSITIONING SYSTEM – AUTOMATED VEHICLE LOCATOR – RADIO FREQUENCY IDENTIFICATION (GPS/AVL/RFID) – VIDEO AND PHOTOGRAPH INTEGRATION**

- E7.1 Collection Vehicles shall be equipped with a global positioning system, automated vehicle locator and radio frequency identification (GPS/AVL/ RFID) tracking system.
  - (i) Collection Vehicles that are solely designated for use in Collecting Yard Waste do not need to be equipped with RFID.
- E7.2 The Contractor shall, on February 1, 2027, provide a GPS/AVL/ RFID 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. This item is subject to liquidated damages as noted in E34.6.
- E7.3 The City and the Contractor agree that the GPS/AVL/RFID 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/RFID tracking system user application and its underlying data.

E7.6 The GPS/AVL/RFID tracking system user application shall be web-based.

E7.7 The GPS/AVL/RFID system and associated web-based application shall be commissioned and fully operational not later than January 1, 2027.

E7.8 At a minimum, the GPS/AVL/RFID 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) second 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) report on RFID tags on all Material types at Service Points;
- (g) RFID accuracy of  $\geq$  ninety (90%) percent read success rate with reporting & failure analysis;
- (h) onboard diagnostics & real-time RFID confirmation in-truck;
- (i) include fallback mechanisms when RFID fails (e.g., photo evidence, driver prompt); and
- (j) report on daily exceptions for non-collection. This item is subject to liquidated damages as noted in E34.7.

E7.9 The Contractor shall:

- (a) ensure at all times that the GPS/AVL/RFID equipment is functioning properly. This item is subject to liquidated damages as noted in E34.7;
- (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/RFID application/data minimum seventy-two (72) hours prior to the planned activity. This item is subject to liquidated damages as noted in E34.7;
- (e) inform the City of any system outages within one (1) hour, provide updates every 4 hours until resolved, and an ETA for full system restoration. This item is subject to liquidated damages as noted in E34.7;
- (f) ensure that the Collection Vehicle at a minimum has a camera able to capture video and photograph on the front of the vehicle, rear of the vehicle, passenger side of the vehicle, driver side of the vehicle and the hopper;
- (g) ensure all video data will be stored and available upon request as noted in E8.34;
- (h) 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); and
- (i) If GPS/AVL/RFID is not functioning as required another method to be used by the contractor to confirm that collection has been completed at each address.

E7.10 The Contractor shall not remove or deactivate a GPS/AVL/RFID 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/RFID system meeting the requirements of the Contract (except as expressly permitted in the Contract). This item is subject to liquidated damages as noted in E34.7.

E7.11 The City may require the Contractor to remove any Collection Vehicle from use if its GPS/AVL/RFID 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/RFID system has been repaired and is fully operational.

E7.12 The Contractor shall provide demonstration and training sessions concerning the GPS/AVL/RFID 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/RFID 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 15, 2027.

E7.13 The GPS/AVL/RFID 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 active and accessible for a minimum of twelve (12) months and stored for the contract term plus (+) one (1) year;
- (b) at any time, including after the twelve (12) month period referenced in E7.13(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 twenty-four (24) 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/RFID 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.

E7.14 The Contractor shall:

- (a) equip each Collection Vehicle with a RFID reader device that has a common program format that will be made available to the City. The RFID reader device will be compatible with "EPC Class 1 Gen 2" and "ISO 18000-6c" RFID tag standards and be capable of reading 24- and 16-digit Tag ID;
- (b) provide a secure web-based application that the City will be able to use to retrieve Cart pickup data. Such data will include a record of each Cart, including:
  - (i) the Cart RFID that was emptied; and
  - (ii) a record of any address where the Contractor could not empty a Cart. Cart pickup data will be accessible through this web service within one (1) Hour of the actual event.
- (c) in cases where the GPS/AVL/RFID is not operational, the Contractor shall submit on the City's standard daily reporting form, an electronic daily report, 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;
- (d) provide the City with immediate, Monday to Saturday, between the hours of 6 a.m. to 6 p.m., access to information;
- (e) the secure web-based application must be available to the City 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;

(f) 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 Cart RFID – If available (i.e. would be blank only in the event of a missing or damaged RFID tag);
- (iii) date and time of the event – following the format YYYYMMDD HHMMSS; and
- (iv) exception code – Numeric code used for describing any exception must be clearly distinguished, for example but not limited to: “Cart not out, Cart blocked, RFID failed, collection successful, tip occurred without RFID”.

E7.15 Further to E8.17, in the event of non-collection of any Collection Container placed out for Collection, the GPS/AVL/RFID shall record in real time the following information:

- (a) location - address;
- (b) date and time - recorded in the format YYYYMMDD HHMMSS;
- (c) exception cause (such as but not limited to, blocked Service Point, Cart not out, Cart blocked, RFID failed, collection successful, tip occurred without RFID);
- (d) GPS coordinates - expressed in Lat/Long using degrees, minutes, seconds; and
- (e) Collection Vehicle identification number.

E7.16 The Contractor shall:

- (a) submit to the Contract Administrator the event data summary report not later than 9 a.m. the next Working 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 and the secure query able web service will provide a method whereby the City can specify a specific event identification number (see data file format);
- (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; and
- (d) provide a secure web-based application to view the location and event data and provide the City access to it in real time.
- (e) Notify the City at least seven (7) Calendar days in advance of any changes to:
  - (i) System architecture
  - (ii) Network configurations
  - (iii) Server infrastructure
  - (iv) APIs or data access mechanismsChanges must be reviewed and approved by the City prior to implementation.

E7.17 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.

E7.18 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 not, without prior authorization from the Contract Administrator in writing, engage or use Manual Lifting in the performance of the Work, including, without limitation during Collection. This item is subject to liquidated damages as noted in E34.22.

E8.2 The Contractor shall not engage or use Hand Bombing in the performance of the Work, including, without limitation, during Collection. This item is subject to liquidated damages as noted in E34.23.

E8.3 The prohibitions in E8.1 and E8.2 do not apply to Collection of Yard Waste, Surplus Waste and Manual Collection.

E8.4 The Contractor shall fully perform and complete each day's Collection, in accordance with the Contract, on the applicable Collection Day.

E8.5 The Service Point(s) at each Residential Property will be the same for all Materials. If a back lane is present, Collection will be from the back lane unless directed otherwise by the Contract Administrator.

E8.6 The Contractor shall perform Collection between 7:00 a.m. and 6:00 p.m. The Contractor shall not perform Collection outside of the said permitted hours unless authorized by the Contract Administrator. This item is subject to liquidated damages as noted in E34.5.

E8.7 The Contractor shall, following Collection, return the Collection Container back to its original Service Point, and in the same manner, as it was placed out by the customer for Collection.

E8.8 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.

E8.9 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 10 of the Sewer By-law 106/2018 -  
<http://clkapps.winnipeg.ca/dmis/docext/viewdoc.asp?documenttypeid=1&docid=5243>
- (b) The Environmental Accident Reporting Regulation 439/87 –  
[Environmental Accident Reporting Regulation, M.R. 439/87](#)

E8.10 Further to E8.9, 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 E34.20.

E8.11 If, in the opinion or the Contract Administrator, the Contractor does not comply with E8.9 and E8.10 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 by 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.

E8.12 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.

E8.13 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 Facility, the Contractor shall be responsible for, and shall, clean up the spillage, as soon as it is safe to do so.

E8.14 The Contractor shall not obstruct any street, thoroughfare or sidewalk to any greater extent than what is necessary to carry out a Collection.

E8.15 The Contractor shall not Collect Materials from any person or entity not entitled to Collection under this Contract. Notwithstanding E21.6, 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.

E8.16 The Contractor shall affix a fully completed non-compliance notice (tag) to a Collection Container or any other receptacle used by a customer, when:

- (a) Contamination is observed in Collection Containers prior to Collection;
- (b) The Cart is determined to be damaged.
- (c) there is customer non-compliant placement of Collection Containers.
- (d) use of non-compliant receptacle.
- (e) any other infraction designated by the Contract Administrator.

E8.17 Further to E8.16, the Contractor shall report, by using GPS/AVL/RFID for real time reporting and by manually affixing a non-compliance notice (tag) to the Collection Container (including an explanation on the tag when used) and submitting to the Contract Administrator a summary report not later than 9 a.m. the next following Business Day, the reason for non-collection of any Collection Container placed out for Collection, including for the reasons listed in E8.16 if applicable. This item is subject to liquidated damages as noted in E34.17.

E8.18 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.

E8.19 The Contractor shall collect Materials from any new or different Cart introduced over the Contract term. The City reserves the right to change the style of Carts. Any such new or different Cart(s) will be compatible with the Carts in use at that time and will include design features that allow for mechanical lifting and tipping (North American Standard).

E8.20 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.

E8.21 The Contractor shall be liable for and shall pay any and all fines, charges, penalties levied under applicable laws.

E8.22 The Contractor shall, on a daily basis and not later than 9 a.m. on each Business Day, provide to the Contract Administrator a “daily on/off the road” report which indicates all Collection Vehicles assigned to the Contract and the time of the day that each Collection Vehicle started Collection. The report shall also include the time at which each Collection Vehicle ceased Collection, for the previous Collection Day. The “daily on/off the road” report shall be submitted electronically in a form and content acceptable to the Contract Administrator. This item is subject to liquidated damages as noted in E34.8.

E8.23 The Contractor shall not, during Collection, mix Materials of a different type unless previously authorized by the Contract Administrator. This item is subject to liquidated damages as noted in E34.19.

E8.24 If the Contractor receives a notification (through the 311 Customer Service System, or from the Contract Administrator or otherwise):

- (a) any time after 6 p.m. on a Collection Day concerning a missed Collection that was scheduled for that Collection Day; or
- (b) 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:
  - (i) provide any such required Collection within 24 hours of such notification; and
  - (ii) report to the Contract Administrator, within 48 hours of receipt of such notice, the time and date when the Collection occurred.

This item is subject to liquidated damages as noted in E34.11 and E34.12.

E8.25 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.

This item is subject to liquidated damages as noted in E34.11 and E34.12.

E8.26 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 (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 E8.26(a) above.

This item is subject to liquidated damages as noted in E34.16.

E8.27 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.

E8.28 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.

E8.29 If the Contractor receives a notification from the Contract Administrator or otherwise of missed Collections concerning a street or partial street, the Contractor shall schedule such missed Collections as the initial Collection on the subsequent Calendar Day.

E8.30 The Contractor Administrator shall create and maintain, a list of addresses for which the Contractor has received, from the 311 Customer Service System, or from the Contract Administrator or otherwise, numerous and/or consistent Customer Service Requests concerning a Service Deficiency(ies) (the "Chronic List"). The Contract Administrator will, from time to time, deliver a Chronic List to the Contractor. The Contractor shall, for each address specified on the most current/recent Chronic List, confirm by notice to the

Contract Administrator not later than 9 a.m. the next Business Day, that Collection for the applicable address(es) on the Chronic List was performed on the applicable Collection Day for such address.

- E8.31 Following the end of each calendar month during the term of the Contract, the Contractor Administrator will create a report for all Dwelling Units and Premises that have an aggregate total number of Missed Collection Service Deficiencies of three (3) or more during the previous six (6) calendar months. The Contract Administrator will, from time to time, deliver such report to the Contractor. This item is subject to liquidated damages as noted in E34.10.
- E8.32 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.
- E8.33 On written notice from the Contract Administrator, the Contractor shall change any Service Point.
- E8.34 Collection Vehicles shall be equipped with both a photo and video monitoring system. All data and information captured by the system shall be stored for 30 days minimum and made available and delivered to the City within two (2) hours of request from the Contract Administrator.
- E8.35 The Contractor shall note that if there are between 11 and 30 missed Collections per Material type on a Collection Day, liquidated damages will be assessed as noted in E34.13.
- E8.36 The Contractor shall note that if there are greater than 30 missed Collections per Material type on a Collection Day, liquidated damages will be assessed as noted in E34.14.

## **E9. COLLECTION METHOD – AUTOMATED AND SEMI - AUTOMATED**

- E9.1 Without limiting or otherwise affecting any other term or condition of the Contract, Automated Collection and Semi-Automated Collection shall comply with the following:
  - (a) Automated Collection and Semi-Automated Collection shall be performed by, and using Collection Vehicles equipped for and capable of Automated Collection or Semi-Automated Collection;
  - (b) Except as expressly permitted in the Contract, the Contractor shall service, and Collect from all Carts set out for Collection; and
  - (c) The Contractor shall make every reasonable effort to service Carts, including, without limitation, in circumstances where it may be necessary to upright overturned Carts, or to manoeuvre Carts, for Automated Collection or Semi-Automated Collection. If, despite every reasonable effort, Automated Collection or Semi-Automated Collection of a Cart is not possible, the Contractor shall comply with the requirements of E8.17.

## **E10. RESIDENTIAL PROPERTY**

- E10.1 The Contractor shall, in respect of a Residential Property, Collect all Garbage, Recyclables, Yard Waste and Surplus Waste, set out for Collection and shall deliver the Materials to the Designated Facility(ies).
- E10.2 In respect of a Residential Property, the Contract Administrator has the right to provide 360 litre Carts, in lieu of 240 litre Carts.
- E10.3 The City has the right to upgrade the Volume Standard for a Dwelling Unit at a Residential Property to a maximum of 600 litres for either or each of Garbage and Recyclables, on request from the customer. In those circumstances, the Contract Administrator has the

right to provide 360 litre Cart(s), in lieu of 240 litre Cart(s), that correspond with the applicable Dwelling Unit Volume Standard in effect.

E10.4 Where the City approves a request by a customer at a Dwelling Unit for a Volume Standard upgrade to a maximum 600 litres for Garbage and Recyclables at a Residential Property, the Contract Administrator has the right to provide additional Carts, to correspond with the applicable Dwelling Unit Volume Standard then in effect. In those circumstances, payments to the Contractor will be adjusted using the applicable Item described below, as shown in Form B: Prices:

- (a) Additional 240 litre Cart;
- (b) Upgrade to a 360 litre Cart; and
- (c) Additional 360 litre Carts

E10.5 Under this Contract, payment for Work in respect of a Residential Property is made for each Dwelling Unit.

E10.6 Further to E10.4, payment for an upgrade shall be paid only for the Dwelling Unit at a Residential Property that has received a Volume Standard upgrade.

## **E11. COMMERCIAL**

E11.1 The Contractor shall, in respect of a Commercial location, Collect all Garbage and Recyclables, set out for Collection and shall deliver the Materials to the Designated Facility(ies).

E11.2 Appendix C and Appendix D indicate the Premises and the volume, for Garbage and Recyclables, for each Commercial location.

E11.3 The Contractor shall note that a Commercial property, occupied by the City, may have multiple Service Points and the Contractor shall collect from all Service Points at the property.

E11.4 Under this Contract, a single payment for Work in respect of a Commercial location is made, regardless of the number of Carts Collected and regardless if there has been an upgrade within the Volume Standard.

E11.5 The Contractor shall note that a Commercial location may require the Contractor to enter private property.

E11.6 The Contractor shall note that Commercial locations will require the Contractor to perform Collection using Automated Collection or Semi- Automated Collection.

## **E12. MULTI-UNIT PROPERTY**

E12.1 The Contractor shall, in respect of a Multi-Unit Property, Collect all Garbage and Recyclables, set out for Collection and shall deliver the Materials to the Designated Facility(ies).

E12.2 Further to D2.5(d)(vii) and D2.5(d)(viii), in respect of a Multi-Unit Property, the Contract Administrator has the right to provide 360 L Carts, in lieu of 240 L Carts.

E12.3 Appendix A and Appendix B indicate the Premises and the volume, for Garbage and Recyclables, for each Multi-Unit Property.

E12.4 The Contractor shall note that a Multi-Unit Property may have multiple Service Points for the Collection of Garbage and Recyclables, and the Contractor shall Collect from all Service Points at a Multi-Unit Property.

- E12.5 Under this Contract, a single payment for Work in respect of a Multi-Unit Property is made, regardless of the number of Service Points at a Multi-Unit Property.
- E12.6 The Contractor shall note that a Multi-Unit Property may require the Contractor to enter private property.
- E12.7 The Contractor shall note that Multi-Unit Property will require the Contractor to perform Collection using Automated Collection or Semi- Automated Collection.

#### **E13. YARD WASTE**

- E13.1 The Contractor shall, during the period of time declared by the City for the Collection of Yard Waste, Collect all Yard Waste set out for Collection.
- E13.2 The City has the right to determine the period(s) of time during which Collection of Yard Waste will occur. For reasons including, but not limited to, variation in climatic and weather conditions (e.g. late spring thaw, flood, and snowfall), the start and end date for the Collection of Yard Waste may vary from year to year. Historically, the period of time for the Collection of Yard Waste has been approximately eight (8) months from roughly April to November.
- E13.3 The Contractor shall deliver Yard Waste to the Designated Facility or as directed by the Contact Administrator.
- E13.4 Measurement of Yard Waste, for the purposes of payment, will be based on weights recorded on actual scale tickets issued by the scale at the Brady Road Resource Management Facility.
- E13.5 Historical Collection of Yard Waste has shown that season peak volumes may occur in spring and fall, and the Contractor shall be required to have sufficient Collection Vehicles and staff to handle any increase in volumes of Yard Waste (see Appendix G and Appendix H for approximate monthly tonnages).
- E13.6 Due to the unknown nature of composition of Yard Waste, including for reasons involving differing moisture content and material make-up, the City cannot accurately predict the quantity of Yard Waste to be collected.
- E13.7 Where, in the reasonable opinion of the Contractor, Collection Containers for Yard Waste are considered unsafe so as to impede a reasonable and safe Collection, the Contractor shall comply with the requirements of E8.16.
- E13.7.1 Yard Waste containers shall be, plastic tubs, metal or plastic cans, cardboard boxes or Kraft paper bags weighing no more than 34 kilograms (including container and contents). Branches tied and bundled (no longer than 1 metre (3 Feet) in length and 100mm (4 inches) in diameter). No plastic bags shall be accepted.

#### **E14. WALK-UP SERVICE**

- E14.1 The Contractor shall note that certain Dwelling Units require the Contractor to perform Collection in circumstances that require the Contractor to enter private property to retrieve Carts for the Collection of Garbage, Recyclables, Yard Waste and Surplus Waste ("Walk-up Service").
- E14.2 Without limiting the generality or application of any other term or condition of the Contract, the Contractor shall perform Walk-up Service in accordance with the following:
  - (a) The Contractor shall enter private property to retrieve Carts set out for Collection;
  - (b) Following Collection, the Contractor shall return Carts to their respective original Service Point in the same manner as they were placed out by the customer for Collection, including closing lids on all Carts post Collection.

This item is subject to liquidated damages as noted in E34.18.

- E14.3 Appendix E and Appendix F indicate the Premises that require Walk-up Service.
- E14.4 Further to E2.6, the Contractor shall provide Walk-up Service to Dwelling Units as directed by the Contract Administrator.
- E14.5 The Contractor shall note that a Walk-up Service will require the Contractor to perform Collection using Semi- Automated Collection.
- E14.6 The Contractor shall note that security clearances shall be required under this Contract for any personnel entering private property while performing Walk-up Service as identified in B18.3(e). Security Clearances shall be submitted to the Contract Administrator no later than January 1, 2027.
- E14.7 The Contract Administrator shall identify Dwelling Units, which require Walk-up Service, and have more than one (1) Cart for Garbage that require Collection. In those circumstances, the Contractor shall be paid for each such Walk-up Service that is provided.

## **E15. SURPLUS WASTE**

- E15.1 The Contractor shall Collect Surplus Waste when directed by the City and shall deliver the Materials to the Designated Facility.
- E15.2 Notification and direction to the Contractor in respect of Surplus Waste may be communicated via the 311 Customer Service Systems, or by the Contract Administrator via telephone, electronic email or other means acceptable to the Contract Administrator.
- E15.3 Without limiting or otherwise affecting any other term or condition of the Contract, Collection of Surplus Waste shall comply with the following:
  - (a) The Contractor shall collect all Surplus Waste, which has been properly placed out for Collection;
  - (b) The Contractor shall collect Surplus Waste as follows:
    - (i) The Contractor shall schedule Collection for, and shall Collect, Surplus Waste on the same applicable Collection Day as for Collection of Garbage; and
    - (ii) Where a direction to Collect Surplus Waste is made more than 48 hours prior to the applicable Collection Day, Collection shall be made on the Collection Day; and where a direction to Collect Surplus Waste is made less than 48 hours prior to the applicable Collection Day, Collection shall be made on the next following Collection Day.
- E15.4 The Contract Administrator may, without cost to the City, cancel any direction made to collect Surplus Waste by providing not less than 24 hours' notice prior to the applicable Collection Day.

## **E16. EXTRA WORK**

- E16.1 Under this Contract, Extra Work includes:
  - (a) area clean-ups at a designated location(s) (including removal of Materials as well as localized manual sweeping/raking of debris), and the delivery of same to the Designated Facilities;
  - (b) 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 within a reasonable length of time; and
  - (c) extra work as authorized under E26.6(a).

E16.2 The Contractor shall, on written notice from the Contract Administrator, perform Extra Work at the location(s) and at the time(s) directed by the Contract Administrator in such notice. Extra Work shall be performed in accordance with the Contract.

## **E17. ADDITIONAL WORK OUTSIDE THE AREA**

E17.1 Under this Contract, Additional Work Outside the Area includes the Collection of Materials, from and in respect of Residential Property, Multi-Unit Property and Commercial that are located outside of the Area (but nevertheless within the limits of the City of Winnipeg), and delivery of the Materials to the Designated Facility(ies).

E17.2 The Contractor shall, on written notice from the Contract Administrator, perform Additional Work Outside the Area:

- (a) in such geographic area(s) or on such street(s), lane(s), right of way(s) and/or service road(s), that are specified by the Contract Administrator in such notice; and
- (b) at such time(s) and for such duration(s), that are specified by the Contract Administrator in such notice.

E17.3 The hourly rate for Additional Work Outside the Area in Form B: Prices shall be based on a single Collection Vehicle with crew to perform applicable Work at an "all in" hourly rate for any and all Work associated with Additional Work Outside the Area.

## **E18. RECYCLABLES**

E18.1 Recyclables under the Contract include:

- (a) polycoat containers (milk & juice cartons);
- (b) aseptic containers (juice boxes);
- (c) #1 - #7 plastic containers;
- (d) steel (tin) food & beverage cans;
- (e) aluminum beverage & food cans;
- (f) glass jars and bottles;
- (g) newspaper, flyers;
- (h) mixed paper, magazines;
- (i) shredded paper contained in a bag;
- (j) corrugated cardboard; and
- (k) boxboard.

E18.2 The City has the right, from time to time, to add or delete to the list of materials, in E18.1, that are eligible to qualify as Recyclables.

E18.3 The Contractor is responsible to ensure that Carts containing obvious/visible Contamination are not Collected. The Contractor shall inform the Contract Administrator of all instances of Contamination or suspected cases of unauthorized use of Collection Containers.

## **E19. AUDIT OF MATERIAL**

E19.1 The Contractor shall assist the City during the performance of waste audits. Audits may be performed up to four times per year. When required, and as directed by the Contract Administrator, the Contractor may be directed to exclude certain locations from collection for a short period of time. Collection will occur by a third-party. There will be no extra compensation for the contractor's involvement.

## **E20. INSPECTION**

E20.1 The City may, by its personnel, agents, or by the Contract Administrator, at any time, inspect and/or audit the Work and the performance thereof with or without the Contractor's knowledge, including and without limitation, inspections of the Area, the Work being performed, any buildings, Collection Vehicles and Collection 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.

## **E21. DESIGNATED FACILITIES – GENERAL**

E21.1 The Contractor shall deliver Materials to the Designated Facilities.

E21.2 The Contractor is responsible for verification of the hours of operation of Designated Facilities.

E21.3 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 may be charged a fee to extend the hours as required. The fee to extend is determined by the Contract Administrator.

E21.4 At the Designated Facilities, the Contractor shall follow any instructions given by City personnel or its agents, including without limitation, respect to the location(s) of tipping areas to be used.

E21.5 The Contractor shall comply with all rules and regulations, which may be amended from time to time, for the Designated Facilities, including without limitation, speed limits, operational regulations, safety policies and procedures. This item is subject to liquidated damages as noted in E34.21.

E21.6 Except as otherwise provided in the Contract, the Contractor is not responsible for payment of tipping fees at Designated Facilities.

E21.7 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 safe work practices and procedures as directed by City personnel or its agents in the handling of radioactive loads.

E21.8 The City shall have the right to change the Designated Facilities as required at no additional cost or reimbursement to the Contractor from the City of Winnipeg.

## **E22. DESIGNATED FACILITIES – GARBAGE AND SURPLUS WASTE**

E22.1 The Contractor shall deliver Garbage and Surplus Waste to the City of Winnipeg Brady Road Resource Management Facility 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](http://www.winnipeg.ca).

## **E23. DESIGNATED FACILITIES - RECYCLABLES**

E23.1 The Contractor will deliver Recyclables to a Material Recovery Facility located at 335 Mazenod Road for processing of Recyclables in the City of Winnipeg. The hours of operation of the Material Recovery Facility will coincide with the normal hours of the Collection.

E23.2 The Contract Administrator reserves the right to alter the location(s) of a Material Recovery Facility(s) within the City of Winnipeg. Should the location of the Designated Facility for

receipt of Recyclables be altered to another location within the boundaries of the City of Winnipeg, the Contractor shall not be entitled to any adjustment in compensation.

E23.3 The Contractor shall secure scale tickets for all Recyclables delivered to a Material Recovery Facility(s). The Contractor shall submit to the Contract Administrator, not later than seven (7) Calendar Days after the last day of each month, a summary report of scale tickets displaying total weight, tare weight, payload weight, and date and time of each load, for the previous month.

#### **E24. DESIGNATED FACILITIES – YARD WASTE**

E24.1 The Contractor shall deliver Yard Waste to the Compost Site located at the City of Winnipeg Brady Road Resource Management Facility located approximately one mile south of the Perimeter Highway (P.T.H. #100) at 1777 Brady Road. The hours of operation of this landfill site are available on the City's website at [www.winnipeg.ca](http://www.winnipeg.ca).

E24.2 Should the Contractor deliver Yard Waste containing Contamination, the Contract Administrator has the right to direct the Contractor to remove the Contamination from the Compost Site, and to dispose of such Contamination at a designated disposal area. The Contractor will be responsible for all costs associated with the removal, transportation and placement of such Contamination, plus current Landfill Disposal charges. In the event that a dispute about what is Contamination, the Contract Administrator shall be the sole arbitrator, and his/her decision is final.

#### **E25. CONTRACTOR COMMUNICATION AND REPORTING**

E25.1 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.

E25.2 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.

E25.2.1 Further to E25.2 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.

E25.3 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.

#### **E26. TEMPORARY OBSTRUCTIONS, IMPASSABLE RODAWAYS AND UNCONTROLLABLE CIRCUMSTANCES**

E26.1 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, including Collection.

E26.2 The Contractor acknowledges and agrees that C16.1 and C16.2 do not apply to this Contract or to the Work.

E26.3 As used in the Contract, "Temporary Obstruction" means a short term-obstruction of access to a Service Point(s) for reasons attributable to:

- (i) 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.

E26.4 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.

E26.5 In the event that the Contractor encounters a Temporary Obstruction, the Contractor shall return before the end of the same Collection Day to the location where the Temporary Obstruction was encountered and shall engage in Collection until complete. Each Collection attempt should be documented through a tag log, and each Collection attempt should be no sooner than an hour after the first attempt. 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.

E26.6 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 Material 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 E16; 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 be suspended on notice from the Contract Administrator to the Contractor;
- (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; and
- (d) Contractor shall provide photographs of all impassable roadways and temporary obstructions.

E26.7 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.

E26.8 In the event of a suspension made under E26.6(b):

- (a) if notice under E26.6(c) is given to the Contractor prior to the end of an applicable Collection cycle, the Contractor shall, in respect of Collections that were previously suspended, be paid for the Work that is, post suspension, fully Collected and performed;
- (b) if notice under E26.6(c) is given to the Contractor after the end of an applicable Collection cycle, the Contractor shall not, in respect of Collections that were/are suspended, be paid for Collections and Work not performed; and
- (c) apart from any payment that may be required under E26.6(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.

E26.9 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; riots; earthquakes; fires; floods; 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.

E26.10 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.

E26.11 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.

## **E27. SERVICE STANDARDS**

E27.1 The City of Winnipeg utilizes the City 311 Call Centre and MyUtility as the communication interface between the City and its customers.

E27.2 Under this Contract, the City 311 Call Centre, MyUtility, the Contract Administrator, and other authorized City departments, receive information and generate service requests. Service Request concerns, customer service requests/complaints involving the Work (each “Customer Service Request”) are categorized into five (5) main categories:

- Missed Collection – Service Deficiency;
- Damage or Theft – Service Deficiency;
- Operator Standards; and
- Miscellaneous

E27.3 In respect of E27.2(a), E27.2(b) and E27.2(c) , 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:

- missed Collection;
- misplacing or damaging a Collection Container;
- spillage or leakage from a Collection Container or Collection Vehicle while performing the Work;

- (d) dangerous driving;
- (e) profanity;
- (f) behaviour unbecoming of an agent of the City;
- (g) damage to private or public property;
- (h) excess noise;
- (i) Collection performed outside of Collection hours (7a.m. to 6 p.m.) without prior consent from the Contract Administrator;
- (j) Carts that, during Collection, are lost in Collection Vehicle, and not retrieved; and
- (k) Mixing of Materials of different types while performing the Work,

This item is subject to liquidated damages as noted in E34.15.

E27.4 Further to E27.2 and E27.3, Customer Service Requests received by the City 311 Call Centre and MyUtility, will be electronically delivered to the Contractor via the 311 Customer Service System. The Contractor shall be required to electronically enter investigation notes and 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 E27.2(d).

E27.5 The Contractor acknowledges and agrees that any Customer Service Request generated by the City 311 Call Centre, MyUtility, the Contract Administrator, or by other authorized City departments, shall be *prima facie* evidence of Contractor liability for liquidated damages under the Contract

## **E28. PROPERTY DAMAGE**

E28.1 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.

E28.2 The Contractor shall be liable for any and all damage or loss caused to any property (real or personal) and must be repaired within ninety (90) Calander Days.

E28.3 Further to E8.25, 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.

This item is subject to liquidated damages as noted in E34.9.1.

E28.4 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

## **E29. COLLECTION CONTAINER DAMAGE**

E29.1 The Contractor shall not damage, misuse, destroy, lose or permanently remove Collection Containers.

E29.2 The Contractor shall be liable for any and all damage or loss caused to any Collection Container during Collection.

E29.3 The Contractor shall give notice to the Contract Administrator of any Collection Containers that are damaged, destroyed or lost during the Work.

E29.4 Further to E8.25, where a Customer Service Request concerns a Service Deficiency involving a damaged, destroyed or lost Collection Container, or where the Contractor is otherwise aware of a damaged, destroyed or lost Collection Container, the Contractor shall:

- (a) not later than 24 hours from the time that the Contractor was aware, or was made aware, of damage to a Collection Container, the Contractor shall inspect, assess or repair the Collection Container;
- (b) not later than 48 hours from the time that the Contractor was aware, or was made aware, of damage to a Collection Container, the Contractor shall report to the Contract Administrator the remedial action taken regarding the Collection Container; and
- (c) repair any damaged Collection Container not later than the following applicable Collection Day which is applicable to the affected Service Point. Repairs may involve (without limitation) the following:
  - (i) broken or missing lids;
  - (ii) broken wheels;
  - (iii) broken or missing lift bars;

E29.4.1 The Contractor shall have the following Cart parts on hand for repairs:

- (i) lids;
- (ii) wheels and axles; and
- (iii) lift bars.

This item is subject to liquidated damages as noted in E34.9.2.

E29.5 If the Contractor is of the opinion that a Collection Container cannot be repaired, the Contractor shall give notice of same to the Contract Administrator.

E29.6 The Contract Administrator shall have sole and final decision-making authority to determine if a Collection Container is, or is not, capable of repair.

- (a) Upon review if the Collection Container is not repairable the City will send the Contractor a Manual Collection request. Upon receipt the Contractor will return not later than 24 hours from notice to service the Collection Container using Manual Collection and/or remove any Material placed at the Service Point;
- (b) Manual Collection will continue until such time as the Collection Container is replaced;
- (c) The Contractor shall be required to remove the damaged Collection Container and any contents during regular garbage collection when requested by the Contract Administrator at no extra cost to the City.

E29.7 Further to E29.4, if the Contractor fails to repair a damaged Collection Container within the time required in E29.4(c), the City may repair or replace the damaged Collection Container and in those circumstances the Contractor shall be fully liable for and shall reimburse to the City any and all costs and expenses, 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), associated with such repair or replacement and such costs and expenses 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.

E29.8 Further to E29.4, if the Collection Container is destroyed or lost during the Work, the Contractor shall be liable for and shall pay to the City the full costs and expenses incurred by the City to replace such Collection Container and such costs and expenses, 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.

E29.8.1 The current replacement cost charge to the Contractor for replacement is as follows and is subject to change from time to time:

- (i) 240 Litre Cart – \$105.00
- (ii) 360 Litre Cart – \$125.00

E29.8.2 Cart damage/replacement costs are assessed as follows:

- (i) Carts > 10yrs old – no charge on replacement
- (ii) Carts 6 – 9yrs old – 25% of current replacement cost
- (iii) Carts 3 – 5yrs old – 60% of current replacement cost
- (iv) Carts 0 – 2yrs old – 100% of current replacement cost

E29.8.3 The Contractor shall not be responsible for the cost of repairing or replacing Cart damage attributable to manufacturer defects (warranty) which have been identified as:

- (i) Handle Pin – locking pin is damaged
- (ii) Crack in the metal handle area – Failure in the metal handle area
- (iii) Crack in the corner of the body – Failure in the corner of the body

E29.9 If a Collection Container is damaged, destroyed or lost by the Contractor, and if for any reason whatsoever such Collection Container is not repaired or replaced by the next Collection Day, the Contractor shall never-the-less Collect by Manual Collection, and continue to Collect by Manual Collection until such time as the Collection Container has been repaired or replaced, any and all Material that is set out for Collection by such customer shall be Collected by the Contractor.

### **E30. CONTRACTOR PERSONNEL AND FIELD OFFICE**

E30.1 Further to C6.22, 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.

E30.2 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.

E30.3 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.

E30.4 The Contractor's Contract Manager and each Route Supervisor shall be equipped with a smart phone capable of email and voice mail.

E30.5 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 facilities, and Internet access. The Contractor's office shall be open during operating hours on all Collection Days and shall be staffed by experienced personnel.

E30.6 The Contractor shall ensure that all drivers/operators of motor vehicles (including without limitation Collection Vehicles) engaged in the Work possess appropriate to 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.

E30.7 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.

E30.8 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; and
- (c) excess noise.

### **E31. PERSONNEL TRAINING**

E31.1 All personnel engaged in the Work shall be 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.

E31.2 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.

E31.3 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) customer service training for interaction with the general public and City;
- (e) the City's current Solid Waste By-Law;
- (f) services standards as described in E27; and
- (g) safety policies and procedures plus those of the Designated Facilities.

E31.4 The Contractor shall create and maintain complete and accurate records of and concerning the requirements of E31. 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 E31. 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.

E31.5 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.

## **E32. ACCIDENT REPORTING**

E32.1 The Contractor shall report to the Contract Administrator the occurrence, nature and apparent severity of all injuries suffered by personnel enraged in the Work.

E32.2 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.

## **E33. DISMISSAL OF PERSONNEL**

E33.1 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.

E33.2 The Contractor shall forthwith comply with any direction given by the City or the Contract Administrator under E33.1 and if appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person, in accordance with the Contract.

## **E34. LIQUIDATED DAMAGES SUMMARY**

E34.1 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 Table 1 Reference 1, plus any applicable tipping fees and related costs required under the Contract.

E34.2 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, 2027, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 2.

E34.3 If the Contractor fails to provide and utilize the required number of Collection Vehicles as specified and/or required in the Contract (including the required number of Collection Vehicles specified in an approved Route Map and Schedule), the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 3.

E34.4 If the Contractor fails to provide Collection Vehicles that are new and/or 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 Table 1 Reference 4.

E34.5 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 Table 1 Reference 5.

E34.6 If the Contractor fails to provide a GPS/AVL/ RFID 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) on February 1, 2027, the Contractor shall be liable for and shall pay liquidated damages calculated in accordance with Table 1 Reference 6.

E34.7 If the Contractor removes a GPS/AVL/RFID system, de-activates a GPS/AVL/RFID system, fails to notify the City or fails to have a properly operating GPS/AVL/RFID system, in a Collection Vehicle, the Contractor shall be liable for and shall pay liquidated damages calculated in accordance with Table 1 Reference 7.

E34.8 If the Contractor fails to provide a daily Collection Vehicle 'on/off the road' report, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 8.

E34.9 If the Contractor causes damage to any property (real or personal) including, without limitation Collection Containers, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 9.

E34.9.1 If the Contractor has not within forty-eight (48) hours from the time that the Contractor was aware, or was made aware, of damaged, destroyed or lost property, reported to the Contract Administrator the remedial action to be taken to repair or replace such property, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 9.1.

E34.9.2 If the Contractor has not, within forty-eight (48) hours from the time that the Contractor was aware, or was made aware, of damage to a Collection Container, reported to the Contract Administrator the remedial action to be taken to repair the Collection Container; the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 9.2.

E34.10 If a (and for each) Residential Property or Premise, as the case may be, in any rolling six (6) calendar month period, has an aggregate total number of Customer Service Requests that are Service Deficiencies concerning missed Collection that is three (3) or more, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with: Table 1 Reference 10.

E34.11 If a Customer Service Request concerns a Service Deficiency, and the Contractor fails to remedy the Service Deficiency with 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 Table 1 Reference 11.

E34.12 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 Table 1, Reference 12.

E34.13 If the Contractor has between 11 and 30 missed Collections per Material type on a Collection Day, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 13.

E34.14 If the Contractor has greater than 30 missed Collections per Material type on a Collection Day, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 14.

E34.15 If a (and for each such respective Customer Service Request) 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 Table 1 Reference 15.

E34.16 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 24 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 Table 1 Reference 16.

E34.17 If the Contractor fails to affix a non-compliance notice (tag) to a Collection Container in contravention of the Contract, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 17.

E34.18 If the Contractor fails to return a Cart, during Walk-up Service, to its respective original Service Point and in the same manner as it was placed out by the customer for Collection, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 18.

E34.19 If the Contractor mixes Material of different types (e.g. mixes Garbage with Yard Waste) in contravention of the Contract, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 19.

E34.20 If the Contractor fails 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 in contravention of the Contract, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 20.

E34.21 If the Contractor fails to comply with any applicable rule, regulation or policy for any Designated Facility, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 21.

E34.22 If the Contractor employs or utilizes Manual Lifting in contravention of the Contract as stated in E8.1, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 22.

E34.23 If the Contractor employs or utilizes Hand Bombing in contravention of the Contract, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with: Table 1 Reference 23.

E34.24 The liquidated damages set out in, E34.10, E34.11, E34.12, E34.13, E34.14, E34.15, E34.16 and E34.17 shall be effective beginning March 1, 2027.

**TABLE 1**

Reference Number	Description	Liquidated Damages
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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, 2027.	\$100 for each Collection Vehicle that is not provided, per day, for each day after February 1, 2027.
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 provided, per day, for each day that the Collection Vehicle is not provided and utilized.
4	Failure to provide Collection Vehicles that are new and/or of the required model number year and manufacturing year required in the Contract.	\$1,000 for each Collection Vehicle that is not provided, per day, for each day after February 1, 2027.
5	Collection performed before 7:00 a.m. or after 6:00 p.m. in contravention of the Contract.	\$250 per occurrence
6	Failure to provide a GPS/AVL/ RFID tracking system (including equipping Collection Vehicles as required in the Contract).	\$250 for each Collection Vehicle per day for each day until supplied
7	Removal, de-activation, failure to notify the City or failure to have an operating GPS/AVL/RFID system.	\$250 for each Collection Vehicle per day for each day until remedied
8	Failure to submit a daily Collection Vehicle 'on/off the road' report	\$150 per occurrence
9	Damage to any property (real or personal).	\$100 per occurrence
10	For each Residential Property or Premise, if there are three (3) or more missed Collection Service Deficiencies within a six (6) month period.	\$250 per Residential Property
11	For a Customer Service Request concerning a Service Deficiency that is not remedied within 24 hours of receipt.	\$100 per occurrence
12	Failure to notify the City within 48 hours of receipt, the time and date when the service/ remedy occurred.	\$100 per occurrence
13	Between 11 and 30 missed Collections per Material type on a Collection Day.	\$500 per Material type per day.
14	Greater than 30 missed Collections per Material type on a Collection Day.	\$1,500 per Material type per day.
15	For a Customer Service Request concerning a Service Deficiency (excluding Service Deficiencies for missed Collection).	\$250 per occurrence
16	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.	\$250 per occurrence

17	Failure to affix a non-compliance notice to a Collection Container.	\$100 per occurrence
18	Failure to return a Cart back to its original Service Point during Walk-up Service.	\$100 per occurrence
19	Mixture of Material types.	\$250 per address
20	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.	\$500 per occurrence
21	Failure to comply with any applicable rule, regulation or policy for Designated Facility.	\$250 per occurrence
22	Manual Lifting in contravention of the Contract.	\$250 per occurrence
23	Hand Bombing in contravention of the Contract.	\$250 per occurrence

## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE

F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;

- (a) police service having jurisdiction at their place of residence; or
- (b) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account:  
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity> ; or
- (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
- (d) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>

F1.2 The original Police Information Check (Form P-612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:

- (a) Provide the original Police Information Check (Form P-612) to the Contract Administrator.

F1.3 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Bidder/Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.

F1.4 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.

F1.5 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.

F1.6 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work.