



THE CITY OF WINNIPEG

TENDER

TENDER NO. 92-2025

**COLLECTION, REMOVAL AND RECYCLING OF APPLIANCES CONTAINING
OZONE DEPLETING SUBSTANCES**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 COLLECTION, REMOVAL AND RECYCLING OF APPLIANCES CONTAINING OZONE DEPLETING SUBSTANCES

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, July 25, 2025.
- B2.2 The Contract Administrator or the Manager of Purchasing may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

- B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.
- B3.2 If the Bidder finds errors, discrepancies or omissions in the Tender, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.
- B3.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B4. CONFIDENTIALITY

- B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Bidder before receipt hereof; or
 - (b) becomes publicly known other than through the Bidder; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Tender to the media or any member of the public without the prior written authorization of the Contract Administrator.

B5. ADDENDA

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

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 The Bidder is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

B6. SUBSTITUTES

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

- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base their Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B16.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid/Proposal;
 - (b) Form B: Prices.
- B7.2 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.3 The Bid shall be submitted electronically through MERX at www.merx.com.
- B7.3.1 Bids will **only** be accepted electronically through MERX.
- B7.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B16.1(a).

B8. BID

- B8.1 The Bidder shall complete Form A: Bid/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 Bidder is a sole proprietor carrying on business in their own name, their name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in their own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by their duly authorized officer or officers;

- (d) if the Bidder is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

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

B9. PRICES

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

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

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

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

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

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

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

B10. DISCLOSURE

B10.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B10.2 The Persons are:

- (a) N/A

B11. CONFLICT OF INTEREST AND GOOD FAITH

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

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

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

that could or would be seen to:

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

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

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

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

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

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

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

B12. QUALIFICATION

B12.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder

does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and

- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B12.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

B12.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work;
- (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);
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B12.5 and D6); and
- (e) have a sufficient number of their personnel certified by the Manitoba Ozone Protection Industry Association Inc. (MOPIA) in accordance with E6.6.

B12.4 Further to B12.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. A list of acceptable reviewers and the review template are at https://www.winnipeg.ca/matmgt/Safety/safety_consultant.stm

B12.5 Further to B12.3(d), the Bidder acknowledges that they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <https://accessibilityymb.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.

B12.6 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

- B12.7 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B13. OPENING OF BIDS AND RELEASE OF INFORMATION

- B13.1 Bids will not be opened publicly.
- B13.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.
- B13.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.
- B13.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B13.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B14. IRREVOCABLE BID

- B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B14.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B15. WITHDRAWAL OF BIDS

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

B16. EVALUATION OF BIDS

- B16.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12(pass/fail);
 - (c) Total Bid Price ;
 - (d) economic analysis of any approved alternative pursuant to B6.
- B16.2 Further to B16.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that they are qualified.

B16.4 Further to B16.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B16.4.1 Further to B16.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

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

B16.5 This Contract will be awarded as a whole.

B17. AWARD OF CONTRACT

B17.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B17.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.

B17.2.1 Without limiting the generality of B17.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with their own forces;
- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B17.3 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B16.

B17.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

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

B17.5 Following the award of contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for 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
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of the collection, removal and recycling of appliances and White Goods including those containing Ozone Depleting Substances for the period from September 1, 2025 until August 31, 2029, 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 one-hundred and eighty (180) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.
- D2.1.2 Changes resulting from such negotiations shall become effective on September 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.
- D2.1.3 Bidders are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.
- D2.2 The major components of the Work are as follows:
- (a) collection and recycling of Appliances Containing Ozone Depleting Substances from the storage areas located at the three (3) 4R Winnipeg Depots located throughout the City of Winnipeg as indicated on SWD-001
 - (b) removal, collection, recycling and pick up of Appliances Containing Ozone Depleting Substances from Residential premises, Multi-Unit Buildings and Commercial Small Locations
 - (c) removal, collection, recycling and pick up of White Goods at Residential premises, Multi-Unit Buildings and Commercial Small Locations.
- D2.3 The work shall be done in accordance with the Ozone Depleting Substances Act and Other Halocarbons Regulation, (Regulation 103/94)
- (a) The Act can be seen at the following websites:
 - (i) [C.C.S.M. c. O80](#) and
 - (ii) https://web2.gov.mb.ca/laws/regs/current/_pdf-regs.php?reg=103/94
- D2.4 The Work shall be done on an "as required" and "as scheduled" basis during the term of the Contract.
- D2.4.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.
- D2.4.2 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.
- D2.5 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. Bidders are advised that monies have been approved for work up to and including December 31, 2025.
- D2.5.1 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.

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

D3. COOPERATIVE PURCHASE

- D3.1 The Contractor is advised that this is a cooperative purchase.
- D3.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.
- D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.
- D3.4 If any location of the potential participant is more than ten (10) kilometers beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.
- D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
 - (b) a participant may specify a duration of contract shorter than the duration of this Contract;
 - (c) a participant may specify that only some items under this Contract and/or less than their total requirement for an item are to be supplied under its contract; and
 - (d) any additional delivery charge identified and accepted in accordance with D3.4 and D3.5 will apply.
- D3.7 Each participant will be responsible for the administration of their contract and the fulfilment of their obligations under their contract. The City shall not incur any liability arising from any such contract.
- D3.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D4. DEFINITIONS

- D4.1 When used in this Tender:
- (a) **"4R Winnipeg Depot"** means a site open to the public which receives all manner of materials residential customers wish to dispose with a focus on source separation and diversion;
 - (b) **"Appliances Containing ODS"** means any appliances including but not limited to fridges, freezers, mini fridges, water coolers, air conditioners (central and window) and dehumidifiers;

- (c) **“Brady Road Resource Management Facility (BRRMF)”** means formerly known as the Brady Road Landfill located at 1901 Brady Rd;
- (d) **“Bulky Waste”** means any White Good or household appliance that cannot fit into an authorized refuse collection cart that is located at a normal service location, or abandoned at a location direct by the Contract Administrator or User;
- (e) **“Commercial Small Locations”** means a commercial property that subscribes to City service, who produces a volume of less than six hundred litres (600L) of material for garbage collection each week;
- (f) **“MOPIA”** means Manitoba Ozone Protection Industry Association;
- (g) **“Multi-Unit Buildings”** means a building that subscribes to City service, which is zoned for residential occupancy which contains eight (8) or more dwelling units or suites, including rooms or living quarters in a nursing or personal care home, not including a hospital;
- (h) **“Ozone Depleting Substances (ODS)”** means human made chemicals comprised of chlorine, fluorine, and bromine and are responsible for destroying the stratospheric ozone layer and are significant of global warming. Ozone Depleting Substances include, but are not limited to; chlorofluorocarbons (CFCs), halons, chlorocarbons, hydrochlorofluorocarbons (HCFCs), hydro fluorocarbons (HFCs), perfluorocarbons (PFCs);
- (i) **“Residential Premises”** means a premise of part thereof, used as a place abode, up to and including seven (7) separate dwelling units, including charitable institutions and places of worship;
- (j) **“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;
- (k) **“User”** means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (l) **“White Goods”** means large household appliances including but not limited to stoves, dishwashers, dryers, washers formerly finished in white enamel, but now often coloured.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Stephanie Au
Technologist II

Telephone No. 204-619-0062

Email Address. SAu@winnipeg.ca

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

D6. CONTRACTOR'S SUPERVISOR

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

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

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

D7. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D7.1 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.

D7.1.1 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.

D7.1.2 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.

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 and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.

D8.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.

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 D7.3, 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 D7.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- 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. Further, where the Services &/or Work is being provided by a third party (either by a Subcontractor or authorized third party reseller), the Contractor represents and warrants that it will ensure that the third party meets all of the relevant requirements of the Information Management clauses and will assume responsibility and liability for the third party's compliance or non-compliance.
- 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, including Subcontractors or agents, 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
 - (d) inform its Subcontractors of the obligations imposed upon it under this Contract and FIPPA, and shall take whatever steps are necessary to ensure that all of its Subcontractors comply with those obligations, including (but not limited to) binding said Subcontractors to terms no less strict than those herein through written confidentiality agreements.
- 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, and shall ensure its Subcontractors, 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 Documents, if applicable.
- 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 B12.4 at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

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

D13.1.1 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/>

D13.1.2 Bidders are advised that, as each Extension Term of the Contract may be subject to a different Contract Price, the Contractor shall submit adequate contract security for the initial term and then each extension term, which may be done through the cancellation and reissuance of contract security, or the revision of previously issued contract security via a rider.

D13.1.1 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:

- (a) the version submitted by the Contractor must have valid digital signatures and seals;
- (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
- (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
- (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D12.1.1(b).

D13.1.2 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.

D13.1.3 Digital bonds passing the verification process will be treated as original and authentic.

D13.1.4 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 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.

SCHEDULE OF WORK

D14. COMMENCEMENT

- D14.1 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.
- D14.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D9;
 - (ii) evidence of the workers compensation coverage specified in C6.17;
 - (iii) the Safe Work Plan specified in D10;
 - (iv) evidence of the insurance specified in D11;
 - (v) the contract security specified in D12;
 - (vi) evidence of certification with MOPIA specified in B12;
 - (vii) the direct deposit application form specified in D25; and
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D14.3 The Contractor shall not commence the Work on the Site before September 1, 2025.

D15. LIQUIDATED DAMAGES

- D15.1 If the Contractor fails to remove Ozone Depleting Substances from the appliances and/or fails to remove the appliances at the 4R Winnipeg Depots as identified in D2 and in accordance with the time frame specified in E5, the Contractor shall pay the City twenty-five dollars (\$25.00) per Working Day, per appliance for each and every Working Day following the day specified by the Contract Administrator on which the Work was to be performed until the Work is complete.
- D15.2 The amount specified for liquidated damages in D14.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not perform the Work in satisfaction of the City's requirements.
- D15.3 If the Contractor fails to collect and remove the White Goods and/or Ozone Depleting Substances from Residential Premises, Multi-Unit Buildings, and Commercial Small Locations as identified in D2 and in accordance with the time frame specified in E4, the Contractor shall pay the City one hundred dollars (\$100.00) per location.
- D15.4 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D16. SUPPLY CHAIN DISRUPTION SCHEDULE

- D16.1 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 to the delivery requirements and schedule identified in the Contract in close consultation with the Contract Administrator.
- D16.2 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.

- D16.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D16.4 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 D15.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D16.5 The Work schedule will be adjusted to reflect delays accepted by the Contract Administrator.
- D16.6 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

D17. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) - QUALIFICATIONS

- D17.1 Further to B12.3, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require updated proof of compliance, as set out in B12.3.

D18. SAFETY

- D18.1 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.
- D18.2 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.
- D18.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
 - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of their performance;
 - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
 - (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
 - (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
 - (f) fire hazards in or about the Work are eliminated.

D19. EMPLOYEE BEHAVIOUR AND SUPERVISION

- D19.1 The Contractor shall provide adequate supervision of its employees and shall ensure that all such employees conduct themselves in a manner appropriate of an agent of the City and shall without limitation ensure that employees:
- (a) behave in a courteous and polite manner (no profanity or excess noise) to City staff and other personnel;
 - (b) do not smoke or vape within a City facility, Residential Premises, Multi-Unit Buildings, Small Commercial Locations, and public properties;

- (c) obey all posted safety rules.

D20. INSPECTION

- D20.1 The City may, by its personnel, agents, or by the Contract Administrator, at any time and from time to time inspect and/or audit the Work and the performance thereof with or without the Contractor's knowledge, including, without limitation, inspections of the Area, Collection Vehicles, any buildings and vehicle contents. If any deviations from the requirements of the Contract exist, they will be noted, and the Contractor or representative will be notified, either verbally or in writing, of the corrective measures to be taken. Such inspections do not relieve the Contractor in any way from making independent inspections to ensure that the Work is being performed satisfactorily.

D21. DEFICIENCIES

- D21.1 Further to C11.7, the Contract Administrator may order the Contractor to alter or improve their methods, 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. ORDERS

- D22.1 The Contractor shall provide a valid email address and a local Winnipeg telephone number or a toll-free telephone number with voicemail at which orders for service may be placed. The Contractor shall be required to check the emails for orders for service daily and shall provide a response at this time. Voicemail must be activated, able to accept messages, and checked in (at minimum) regular daily intervals.

D23. RECORDS

- D23.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D23.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
 - (b) order date(s);
 - (c) service date(s);
 - (d) description and quantity of services provided;
 - (e) type and quantity of appliances collected/work performed;
 - (f) refrigerant ODS Type;
 - (g) amount of ODS removed/recovered;
 - (h) receipt for appliances removed/recovered from 4R Winnipeg Depot sites;
 - (i) weight of goods collected, based on estimated average weights or scale weight if available; and
 - (j) all correspondence with MOPIA, including reporting and certification.
- D23.3 The Contractor shall provide the Contract Administrator with an electronic copy of the records specified in D22.2 via an Excel spreadsheet summary to be attached with the monthly invoices.

D24. WINNIPEG CLIMATE ACTION PLAN AND ANNUAL FUEL REPORTING

- D24.1 The Contractor shall submit to the Contract Administrator for approval no later than March 31st of each year of the Contract and following the end of a Contract, a detailed report (for the reporting period January 1st to December 31st of each calendar year) that includes accurate quantities of each type of fuel consumed for motor vehicles and equipment used in performing the Work, including the following details:
- D24.2 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;
- D24.3 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)
- D24.4 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).
- D24.5 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).
- D24.6 Any other information requested by the Contract Administrator.
- D24.7 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.

MEASUREMENT AND PAYMENT

D25. INVOICES

- D25.1 Further to C12, the Contractor shall submit an invoice for each portion of work performed:
- (a) 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
 - (b) should copy the Contract Administrator on submission of its invoice.
- D25.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) date(s) of the provision of services;
 - (c) location at which the service was provided;
 - (d) type and quantity of appliances collected;
 - (e) 4R Winnipeg Depot receipts;
 - (f) the amount payable with GST shown as separate amounts; and
 - (g) the Contractor's GST registration number.
- D25.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D26. PAYMENT

- D26.1 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.

D27. ANNUAL REVIEW – INFLATIONARY ADJUSTMENT

D27.1 The unit prices specified on Form B: Prices will be adjusted on September 1, 2026, and once per year on each subsequent annual anniversary date thereafter, based on the percentage increase or decrease for the Contract year of the annual average of the Consumer Price Index (CPI – Table 18-10-0004-01). The annual period will be from September of the previous year to August of the current year.

D27.1.1 Index:

- (a) All-items Consumer Price Index for Manitoba (Statistics Canada Reference Table 18-10-0004-01, formerly CANSIM 326-0020).

D27.2 Data from the index “a” will be generated and presented by Statistics Canada online. If data is not available from Statistics Canada until sometime after the adjustment date, the amount of adjustment will be retroactive to the adjustment date and will be highlighted on the next progress payment.

D27.3 The maximum annual price adjustment shall not exceed plus or minus (+/-) five percent (5%).

D28. PAYMENT SCHEDULE

D28.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D29. WARRANTY

D29.1 Notwithstanding C13, Warranty does not apply to this Contract.

DISPUTE RESOLUTION

D30. DISPUTE RESOLUTION

D30.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D29.

D30.2 The entire text of C21.4 is deleted, and amended to read: “Intentionally Deleted”

D30.3 The entire text of C21.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Purchasing Division Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.

D30.4 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.

- D30.4.1 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.
- D30.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D30.4.3 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.
- D30.4.1 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 D29.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

THIRD PARTY AGREEMENTS

D31. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D31.1 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.
- D31.2 Further to D30.1, in the event that the obligations in D30 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.
- D31.3 For the purposes of D30:
- (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.
- D31.4 Modified Insurance Requirements
- D31.4.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all subcontractors and subconsultants and include twelve (12) months completed operations. The Government of Manitoba and their Ministers, officers, employees, and agents shall be added as additional insureds.
- D31.4.2 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.

- D31.4.3 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.
- D31.4.4 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.
- D31.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D31.5 Indemnification By Contractor
- D31.5.1 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.
- D31.5.2 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.
- D31.6 Records Retention and Audits
- D31.6.1 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.
- D31.6.2 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 D30.6.1 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.
- D31.7 Other Obligations

- D31.7.1 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.
- D31.7.2 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.
- D31.7.3 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.
- D31.7.4 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.
- D31.7.5 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.
- D31.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

ADJUSTMENTS FOR CHANGES IN LAWS, TAXES, OR TARIFFS

D32. ADJUSTMENTS FOR CHANGES IN LAWS, TAXES, OR TARIFFS

- D32.1 Further to C12.4 and subject to C6.13, the Contract Price shall be adjusted if any change in a law or tax imposed under the Excise Act, the Excise Tax Act, the Customs Act, the Customs Tariff, The Mining Tax Act (Manitoba), or The Retail Sales Tax Act (Manitoba), by an act of the Congress of the United States of America, or by Executive Order by the President of the United States under the International Emergency Economic Powers Act of the United States of America or similar legislation:
- (a) occurs after the Submission Deadline;
 - (b) applies to Material; and
 - (c) affects the cost of that Material to the Contractor.
- D32.2 Further to C12.5, if a change referred to in C12.4 occurs, the Contract Price shall be increased or decreased by an amount equal to the amount that is established, by an examination of the relevant records of the Contractor, to be the increase or decrease in the cost incurred that is directly attributable to that change, and which the Contractor has proven to the Contract Administrator represents the minimum amount of increase necessary in order to obtain necessary Material or Plant. For the avoidance of doubt, the Contractor shall be required to provide satisfactory proof that it has investigated alternative options for obtaining equivalent Material or Plant and reducing or eliminating the increase in Contract Price, up to and including entering into purchase agreements with vendors located in other jurisdictions, in order for Contractor to be able to avail itself of the increase in Contract Price permitted under this clause.

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>
SWD-001	Winnipeg 4R Depot Locations and Associated Collection Areas

E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.

E2. SERVICES

E2.1 The Contractor shall collect and recycle appliances and any other items containing Ozone Depleting Substances from the 4R Winnipeg Depots in accordance with the requirements hereinafter specified.

E2.2 The Contractor shall collect and recycle White Goods, in accordance with the requirements hereinafter specified.

E2.3 The Contractor shall collect and recycle appliances and any other items containing Ozone Depleting Substances located at Residential Premises, Multi-Unit Buildings and Small Commercial Locations qualifying for Bulky Waste collection under the terms of the City of Winnipeg Solid Waste By-Law No. 30/2025.

E3. CONTRACT QUANTITIES

E3.1 Further to B9.2 the quantities shown in Form B: Prices are estimates, indicating an estimated number of quantities. The said quantities are approximate only and the City makes no warranty or guarantee with respect to any of same.

E3.2 The attached Appendices listed below are for information only, and the City makes no warranty or guarantee with respect to any of same;

- (a) The following tables show historic quantities collected for appliances and White Goods for 2022, 2023 and 2024.

		Refrigerators	Freezers	Water-Coolers	Air-Conditioners	Dehumidifiers	Stoves	Dishwashers	Washers	Dryers	Not Out Pickups	Other	Totals	ODS Totals	White Goods
Jan-22	4R	71	23	44	32	28						3	201	198	0
	Residential	3	3	1	0	0	2	6	1	0	16		32	7	9
Feb-22	4R	41	19	24	12	7						1	104	103	0
	Residential	2	3		1		5	8	2	5	5		31	6	20
Mar-22	4R	87	29	22	56	62							256	256	0
	Residential	8	8	0	0	0	4	7	4	2	13	1	47	16	17
Apr-22	4R	83	47	49	46	47						6	278	272	0
	Residential	2	4	1	0	0	0	9	5	4	14		39	7	18
May-22	4R	162	76	145	89	173						18	663	645	0
	Residential	9	2	1		3	2	4	0	2	42		65	15	8
Jun-22	4R	162	47	58	133	61						23	484	461	0
	Residential	9	3	1	1	0	6	18	3	3	41		85	14	30
Jul-22	4R	201	46	98	336	80						33	794	761	0
	Residential	14	8	0	5	2	5	11	5	4	32		86	29	25
Aug-22	4R	184	79	56	221	71						75	686	611	0
	Residential	5	6	0	3	0	0	6	4	2	37		63	14	12
Sep-22	4R	139	54	53	131	77						15	469	454	0
	Residential	8	10	0	0	0	2	13	2	2	21		58	18	19
Oct-22	4R	229	96	75	159	99						30	688	658	0
	Residential	8	7	0			3	7	3	4	44		76	15	17
Nov-22	4R	22	25	45	97	99						33	321	288	0
	Residential	9	9		2		7	10	5	1	35		78	20	23
Dec-22	4R	59	26	53	68	62							268	268	0
	Residential	4	1	0	1	3	4	10	2	2	18	2	47	9	18
Total	Brady	1440	567	722	1380	866	0	0	0	0	0	237	5212	4975	0
2022	Residential	81	64	4	13	8	40	109	36	31	318	3	707	170	216

		Refrigerators/Mini	Freezers	Water-Coolers	Air-Conditioners	Dehumidifiers	Stoves	Dishwashers	Washers	Dryers	Not Out Pickups	Other	Totals	ODS Totals	White Goods
Jan-23	4R	71	29	26	18	39						7	190	183	0
	Residential	5	6	0	1	0	4	12	7	3	27		65	12	26
Feb-23	4R	73	22	26	20	38						1	180	179	0
	Residential	6	3	0	0	0	7	6	1	0	11		34	9	14
Mar-23	4R	93	22	30	17	41						5	208	203	0
	Residential	1	3	0	0	0	3	13	2	1	14		37	4	19
Apr-23	4R	86	35	27	26	56						11	241	230	0
	Residential	2	4	1	0	1	1	9	1	1	14		34	8	12
May-23	4R	152	85	107	82	155						18	599	581	0
	Residential	3	4	0	0	2	2	5	2	0	44		62	9	9
Jun-23	4R	122	55	72	105	128						15	497	482	0
	Residential	3	4	0	4	1	5	9	3	2	29		60	12	19
Jul-23	4R	168	49	63	91	133						6	510	504	0
	Residential	4	5	3	1	0	2	7	1	3	25		51	13	13
Aug-23	4R	145	57	69	72	116						4	463	459	0
	Residential	0	0	0	0	0	2	5	2	1	42		52	0	10
Sep-23	4R	183	71	82	161	78						37	612	575	0
	Residential	8	7	1	0	0	2	14	0	2	24		58	16	18
Oct-23	4R	113	50	60	93	78						18	412	394	0
	Residential	6	5	0	0	1	5	6	2	4	41		70	12	17
Nov-23	4R	112	46	48	43	86						19	354	335	0
	Residential	4	2	0	1	1	3	10	3	1	35		60	8	17
Dec-23	4R	100	37	36	29	68						0	270	270	0
	Residential	2	2	0	0	0	4	6	2	2	26		44	4	14
Total	Brady	1418	558	646	757	1016	0	0	0	0	0	141	4536	4395	0
2023	Residential	44	45	5	7	6	40	102	26	20	332	0	627	107	188

		Refrigerators/Mini	Freezers	Water-Coolers	Air-Conditioners	Dehumidifiers	Stoves	Dishwashers	Washers	Dryers	Not Out Pickups	Other	Totals	ODS Totals	White Goods
Jan-24	4R	93	38	45	25	35						5	241	236	0
	Residential	0	1	0	0	0	3	6	0	1	27		38	1	10
Feb-24	4R	117	27	34	51	23						11	263	252	0
	Residential	2	4	0	0	0	0	7	3	1	15		32	6	11
Mar-24	4R	37	9	23	31	32						58	190	132	0
	Residential	0	0	1	0	0	1	1	0	0	28		31	1	2
Apr-24	4R	147	54	78	56	99						10	444	434	0
	Residential	3	0	1	0	0	4	3	3	1	30		45	4	11
May-24	4R	148	43	97	68	108						13	477	464	0
	Residential	2	0	1	1	0	1	3	1	1	37		47	4	6
Jun-24	4R	158	30	94	129	132						16	559	543	0
	Residential	3	5	0	0	0	7	4	4	3	33		59	8	18
Jul-24	4R	204	48	93	105	113						11	574	563	0
	Residential	5	2	2	0	0	6	4	2	1	26		48	9	13
Aug-24	4R	159	60	95	190	107						12	623	611	0
	Residential	4	5	1	0	0	6	7	8	2	23		56	10	23
Sep-24	4R	178	50	45	65	98						10	446	436	0
	Residential	4	3	0	2	1	5	7	3	0	20		45	10	15
Oct-24	4R	255	71	110	103	174						20	733	713	0
	Residential	4	7	0	0	0	6	9	4	3	31		64	11	22
Nov-24	4R	141	38	59	53	101						6	398	392	0
	Residential	4	4	0	0	0	2	6	2	6	34		58	8	16
Dec-24	4R	108	28	44	40	79						8	307	299	0
	Residential	3	2	0	0	0	1	0	1	0	22		29	5	2
Total	Brady	1745	496	817	916	1101	0	0	0	0	0	180	5255	5075	0
2024	Residential	34	33	6	3	1	42	57	31	19	326	0	552	77	149

E4. APPLIANCE AND WHITE GOODS COLLECTION AT RESIDENTIAL PREMISIS, MULTI-UNIT BUILDINGS AND SMALL COMMERCIAL LOCATIONS

- E4.1 The Contract Administrator or Users will notify the Contractor of all required appliance and White Goods removal by phone or electronic means on a daily basis.
- E4.2 The Contractor shall collect the required appliances and White Goods in accordance with the Collection Areas Drawing (SWD-001). Collections are scheduled for three (3) days a week, Tuesday, Wednesday, and Thursday, including all holidays except for January 1, November 11 and December 25 in which case the collection shall be performed on the scheduled collection day before or after the holiday. All requests for collection received forty-eight (48) hours prior to the next scheduled collection day shall be collected on that scheduled collection day. Requests received after this time period shall be collected on the following scheduled collection day.
- E4.3 If in the event the requested item is not located at the residential premise indicated on the service request at the time of collection, the Contractor shall supply a time stamped photograph with GPS location to be attached to the Service Request and indicate to the City that the collection was attempted but unsuccessful.
- E4.4 The Contractor shall collect the required appliances and White Goods between the hours of 07:00 – 18:00.
- E4.5 The Contractor shall provide the City with an estimated weight of the ODS appliances and White Goods as per D22.2.
- E4.6 The Contractor shall remove Ozone Depleting Substances and the appliance from all residential properties, including all appliances that are contaminated (containing food substances or other materials within the appliance).
- E4.7 At the Contractor's option, the extraction of Ozone Depleting Substances may occur at the pickup location. The appliance(s) may be moved directly to the 4R Winnipeg Depots' designated scrap metal area by the Contractor once the approved sticker has been affixed to the appliance in accordance with E6.3 and E7.3.

E4.8 The Contractor shall not enter a residence to remove appliances.

E5. APPLIANCE COLLECTION AT 4R WINNIPEG DEPOTS

E5.1 The 4R Winnipeg Depots will be located in three (3) locations throughout the City of Winnipeg (see SWD-001). The three locations that are operational are the 1777 Brady Rd, 429 Panet Rd and 1120 Pacific Ave locations. A fourth location may become operational during the contract period.

E5.2 The Contractor shall remove all ODS (Ozone Depleting Substances) appliances from the storage areas at the 4R Winnipeg Depots a minimum of twice (2) per week. Collections will be scheduled on Mondays and Fridays, including all holidays except for January 1, November 11 and December 25 during 4R Winnipeg Depot operating hours. The Contract Administrator may direct the Contractor to remove appliances from the storage area on a more frequent schedule. The Contractor will respond within twenty-four (24) hours after notification for appliance removal as identified in D14.1

E5.3 A receipt signed by the Site Supervisor and Contractor must be completed prior to the Contractor leaving the 4R Winnipeg Depot locations, verifying type and quantity of appliances removed. This receipt will be attached to the invoices and copies required that are issued to the Contract Administrator in accordance with D22.2 and D24.2.

E5.4 At the Contractor's option, the extraction of Ozone Depleting Substances may occur in the storage area, and the appliances may be moved directly to the Site's designated scrap metal area by the Contractor once the approved sticker has been affixed to the appliance in accordance with E6.3.

E5.5 The Contractor shall remove Ozone Depleting Substances from all appliances, including appliances that are contaminated (containing food substances or other materials within the appliance).

E5.6 The Contractor must abide by all Site safety regulations when performing work at the 4R Winnipeg Depots

E6. OZONE DEPLETING SUBSTANCES REMOVAL AND DISPOSAL

E6.1 The Contractor shall extract all ODS from appliances such as refrigerators, freezers, air conditioners and dehumidifiers in accordance with the Manitoba Ozone Depleting Substances Act, Regulation No. 103/94 and all applicable amendments, as well as, Manitoba Ozone Protection Industry Association Inc. (MOPIA) Guidelines.

E6.2 Extraction may be performed at the point of collection or at a suitable location provided by the Contractor. Suitable locations must be certified and recognized for disposal of ODS and communicated to the Contract Administrator.

E6.3 After the extraction of ODS, the Contractor must affix a sticker, approved by the Province of Manitoba Department of Environment, to each appliance certifying that the ODS have been extracted. Copy of the records to be provided in accordance with D22.2.

E6.4 The Contractor shall remove, store, and dispose of the extracted ODS in accordance with the Manitoba Ozone Depleting Act No. 103/94 and all applicable amendments, as well as, Manitoba Ozone Protection Industry Association Inc. (MOPIA) Guidelines.

E6.5 The Contractor shall bear any costs, or retain any payment obtained from the storage and disposal of the recovered ODS.

E6.6 The Contractor shall have a sufficient number of their personnel certified by Manitoba Ozone Protection Industry Association Inc. (MOPIA) as determined by the Contract Administrator in order to Service Standards in accordance with E8. Record of updates shall be forwarded to MOPIA at the end of each month with copies to the City in accordance with D22.2. The

Contractor shall provide annual (September 1) copies of certification and good standing with MOPIA.

E7. APPLIANCE AND WHITE GOODS RECYCLING

- E7.1 After extracting the ODS, the Contractor is required to immediately transport and recycle the appliance. Appliances over 15 years old shall be recycled at a suitable location and shall not be used to repair or re-life equipment.
- E7.2 The appliances must be disposed of at one of the following locations:
- (a) 4R Winnipeg Depots;
 - (b) Metal Recycling/Scrap facility;
 - (c) An appliance repair company; and
 - (d) An alternate proposed option approved by the Contract Administrator.
- E7.3 The City will not charge a landfill tipping fee at the 4R Winnipeg Depots for the disposal of appliances, certified by a sticker in accordance with E6.3.
- E7.4 The Contractor shall bear any costs, or retain any payment obtained from the disposal of appliances other than at the 4R Winnipeg Depots.
- E7.5 The Contractor shall not put into storage any appliance containing ODS.
- E7.6 The ODS must be removed within seven (7) Calendar Days of pick-up.

E8. SERVICE STANDARDS

- E8.1 One of the goals of the Solid Waste Services Division is to provide excellent service to its customers.
- E8.2 In order to determine the level of service being provided, the City operates a Call Center and tracks service deficiencies and other calls from its customers. Every call to the Call Center generates a request. For the purpose of this Contract, requests will be categorized into four (4) categories:
- (a) Service Deficiency;
 - (b) Call for Service;
 - (c) Missed collection; and
 - (d) Miscellaneous.
- E8.3 Service deficiencies are typically, but not limited to, instances of:
- (a) Missed collection;
 - (b) Dangerous driving;
 - (c) Poor employee behaviour;
 - (d) Damage to private or public property;
 - (e) Excessive noise; and
 - (f) Theft.
- E8.4 Where collection has not been provided in accordance with D2.2 and a Service Deficiency is generated, and there is no record of a notice being delivered, the Contractor will be notified of the service deficiency and shall return a second time to the location for collection at no additional cost to the City. The Contractor shall remedy the service deficiency within twenty-four (24) hours of receipt, and report back to the City within forty-eight (48) hours of receipt, the time and date when the remedy occurred.

- E8.5 The Contract Administrator shall provide to the Contractor a copy of every service request indicated above. The Contractor will provide a computer to receive service requests electronically. The Contractor will be required to respond to the work order and complete the service request electronically. The City will provide software application training during this process. The Contractor will be responsible to supply an internet connection, printer, and paper and printer toner for this equipment at their cost.
- E8.6 Further to E8.2, where the Service Request was generated under circumstances beyond the control of the Contractor, the Contract Administrator, at his/her sole discretion, has the right to cancel Service Requests. This discretion will only be applied in a limited number of cases.