



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 179-2026

**FRONT LOAD COLLECTION OF RECYCLING FROM MULTI-UNIT DWELLINGS, COMMERCIAL
PROPERTIES AND OTHER ESTABLISHMENTS**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 Front Load Collection of Recycling from Multi-Unit Dwellings, Commercial Properties and Other Establishments

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 31, 2026.
- B2.2 The Contract Administrator or the Manager of Purchasing may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

- B3.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.
- B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.
- B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.
- B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.
- B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.
- B3.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B4. CONFIDENTIALITY

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

B5. ADDENDA

- B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 The Proponent is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D5.

B6. SUBSTITUTES

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

- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons they wish to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base their Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B24.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal;
 - (b) Form B: Prices.
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent (Section C) in accordance with B10;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;
 - (c) Project Understanding and Methodology (Section E) in accordance with B12;
 - (d) Project Schedule (Section F) in accordance with B13;
 - (e) Social Procurement Questionnaire (Section G) in accordance with B14; and
 - (f) Environmental Procurement Questionnaire (Section H) in accordance with B15.
- B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.5 Proposal format, including number of pages, size of pages and font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.
- B7.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B7.6.1 Proposals will **only** be accepted electronically through MERX.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B24.1(a).
- B7.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL

- B8.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, their name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Proponent is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B8.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. PRICES

- B9.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 Notwithstanding C12.2.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST), which shall be extra where applicable.
- B9.1.2 Prices stated in response to B9.1 shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in D31. Any such costs shall be determined in accordance with D31.
- B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9.4 Where applicable, payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. EXPERIENCE OF PROPONENT (SECTION C)

B10.1 Proponents should have three (3) years of proven experience in providing front-end collection of Recyclables or Waste, to a minimum of 3,000 monthly collections of a variety of front-end bins and sizes, made up primarily of urban and suburban neighborhoods, and areas which require special consideration (e.g. one-way streets, street parking, school zones, commuter road restrictions, laneways and narrow roadways).

B10.2 Proposals should include details demonstrating the history and experience of the Proponent in providing front-end collection services for three projects of similar complexity, scope and value, including but not limited to the following information:

- (a) the overall management of the project and contract administration.
- (b) vehicle routing experience
- (c) a strong understanding and demonstrated ability of general front-end collection services and associated challenges

B10.3 For each project listed in B10.2, the Proponent should submit:

- (a) description of the project;
- (b) role of the proponent;
- (c) proposed schedule versus actual achieved schedule;
- (d) contractor customer service performance in accordance with past contracts;
 - (i) number of reported missed collections per month, per year .
 - (ii) number of reported damaged front-end bins per year.
 - (iii) number of reported property damages per year.
- (e) number of average hours of unscheduled/reported Equipment down time per year;
- (f) technique or software (or other) utilized to accurately confirm an address has been collected (missed collections concerns);
- (g) project owner;
- (h) reference information (two current names with telephone numbers per project); and
- (i) list of all current front-end contracts with start/end dates within the last three (3) years.

B10.4 The Proposal should include information regarding the Proponents health and safety experience and rating, including accident frequency and severity statistics, provincial and federal health and safety violations, safety records including but not limited to, staff, Equipment in regard to compliance in relation to contracts.

B10.5 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent.

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

B11.1 Describe your overall team formation and approach including the coordination of all team members.

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

- (a) Contract Manager;
- (b) Route Supervisor(s);
- (c) Dispatcher(s);

- (d) Clerical(s);
- (e) Operators; and
- (f) any other support staff.

- B11.3 Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B11.2
- B11.4 Submit the names of the Key Personnel identified in B11.2(a) and B11.2(b) that will be assigned to and named in the Contract. Submit for each individual their educational background and degrees (if applicable); professional recognition; job title; years of experience in current position; and years of experience with existing employer; a statement of experience/ qualifications; a listing of contracts/projects of similar complexity, scope and value that such individual has participated in, including the contract owner of such contracts/projects.
- B11.5 For each person identified in B11.2(c), B11.2(d) and B11.2(e), (including spare Operators) provide the respective number of such persons proposed to be employed in the Work.
- B11.6 For each person identified in B11.2(a) and B11.2(b) list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B10, provide only the project name and the role of the key person. For other projects provide the following:
- (a) Description of project;
 - (b) Role of the person;
 - (c) Project Owner; and
 - (d) Reference information (two current names with telephone numbers and email addresses per project).

B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

- B12.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.
- B12.2 Methodology should be presented in accordance with the Scope of Services identified in D2. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B12.3 Proposals should address the team's understanding of the functional and technical requirements including:
- (a) General experience of using GPS/AVL systems and reporting;
 - (b) A description of the GPS/AVL which the Contractor proposes to utilize including, without limitation, information concerning the system/equipment specifications including make and model of Equipment and software, and information and details concerning GPS/AVL systems described in the RFP;
 - (c) Specific experience using the proposed GPS/AVL system and its reliability as noted in E7. If an operations malfunction or active errors with software is occurring during the collection day, what is the secondary tool or mechanism used to ensure the collected/missed status for residents is accurately communicated to the City of Winnipeg Contract Administrator;
 - (d) An explanation of how you plan to categorize and report different collection exceptions (example, but not limited to: Not Out vs Contaminated etc.);
 - (e) Communication plans for notifying the City of scheduled system maintenance or service disruptions;
 - (f) An explanation of your proposed process for video storage as noted in E6.7, retrieval time within two (2) hours of request, and integration with service reporting;

- (g) Information regarding the location, ownership, size and intended purpose of all facilities proposed to be used for the Work, including but not limited to the offices, fleet storage yard and vehicle maintenance facility that will be used by the Contractor;
- (h) A complete list of the Equipment which the Contractor proposes to utilize, including, but not limited to the number and types of Collection Vehicles (including Collection Vehicles for Automated Collection), spare Collection Vehicles, and all other Equipment (with make, model, year, height, turning radius, body type and capacity, applicable delivery dates, and CNG fuelling plan if applicable);
- (i) A fleet mitigation plan in case of natural disasters or emergencies affecting Collection Vehicles, including, but not limited to vehicle fires;
- (j) A fleet mitigation plan to address the impact of extreme temperatures on collection vehicles during launch operations;
- (k) The number of Collections to be performed per Collection Vehicle per day/per route;
- (l) Procedures for addressing missed collection or service delays;
- (m) A plan for collection in narrow lanes, cul-de-sac, areas with parked vehicles and lane intersections, while avoiding damage to property, including overhead lines and wires;
- (n) An alternate method to be used to confirm collection at each address if GPS/AVL is unable to confirm collection at each address; and
- (o) A plan to address any other issues that convey the Proponent understands the Work requirements.

B13. PROJECT SCHEDULE (SECTION F)

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

B14. SOCIAL PROCUREMENT QUESTIONNAIRE (SECTION G)

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

B15. ENVIRONMENTAL PROCUREMENT QUESTIONNAIRE (SECTION H)

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

B16. DISCLOSURE

- B16.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B16.2 The Persons are:

- (a) n/a

B17. CONFLICT OF INTEREST AND GOOD FAITH

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

B17.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:

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

that could or would be seen to:

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

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

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

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

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

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;

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

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

B18. QUALIFICATION

B18.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B18.2 The Proponent shall:

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

B18.3 The Proponent shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work;
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B18.5 and D6); and
- (e) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - Security Clearance.

B18.4 Further to B18.3(c), the Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Proponent has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's 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

- B18.5 Further to B18.3(d), the Proponent acknowledges that they have obtained training required by the Accessibility for Manitobans Act (AMA) available at <https://accessibilitymb.ca/resources-events-and-training/online-training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B18.6 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent.
- B18.7 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B19. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B19.1 Proposals will not be opened publicly.
- B19.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.
- B19.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B19.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.
- B19.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Contract Administrator.

B20. IRREVOCABLE OFFER

- B20.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B20.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B21. WITHDRAWAL OF OFFERS

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

B22. INTERVIEWS

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

B23. NEGOTIATIONS

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

B24. EVALUATION OF PROPOSALS

- B24.1 Award of the Contract shall be based on the following evaluation criteria:
- | | |
|--|-------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent pursuant to B18: | (pass/fail) |
| (c) Total Bid Price; (Section B) | 40% |
| (d) Experience of Proponent; (Section C) | 20% |
| (e) Experience of Key Personnel Assigned to the Project; (Section D) | 10% |
| (f) Project Understanding and Methodology (Section E) | 20% |
| (g) Project Schedule. (Section F) | 5% |
| (h) Social Procurement Questionnaire (Section G) | 2.5% |
| (i) Environmental Procurement Questionnaire (Section H) | 2.5% |
- B24.2 Further to B24.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B24.3 Further to B24.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.
- B24.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B24.1(a) and B24.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B24.5 Further to B24.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B24.5.1 Further to B24.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B24.6 Further to B24.1(d), Experience of Proponent will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B10.

- B24.7 Further to B24.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel on Projects of comparable size and complexity, in accordance with B11.
- B24.8 Further to B24.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B12.
- B24.9 Further to B24.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13.
- B24.10 Further to B24.1(h), Social Procurement Questionnaire will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B14.
- B24.11 Further to B24.1(i), Environmental Procurement Questionnaire will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B15.
- B24.12 Notwithstanding B24.1(d) to B24.1(i), where Proponents fail to provide a response to B7.2(a) to B7.2(d), the score of zero may be assigned to the incomplete part of the response.
- B24.13 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B22.
- B24.14 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B24.15 This Contract will be awarded as a whole.

B25. AWARD OF CONTRACT

- B25.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B25.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B25.2.1 Without limiting the generality of B25.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B25.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B25.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents.
- B25.5 Following issuance of the award letter a document package comprising the Contract Documents will be provided to the successful Proponent electronically.
- B25.6 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D31 shall

immediately take effect upon confirmation of such funding, regardless of when the funding is confirmed.

B25.7 Following the award of contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Contract Administrator.

B25.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Contractor will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF SERVICES

D2.1 The Work to be done under the Contract shall consist of the provision of mechanical Front Load Collection of Recyclable Material from Multi-Unit Dwellings, Commercial Properties and other establishments as determined by the Contract Administrator and delivery to Designated Facility(ies) for the period from February 1, 2027 until January 31, 2032, with the option of two (2) mutually agreed upon one (1) year extensions.

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

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

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

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

- (a) Provision of Recyclable Material Collection service at Multi-Unit Dwellings, Commercial Properties and other establishments as determined by the Contract Administrator that utilize authorized Recycling Containers suitable for front-loading Collection Vehicles. The weekly frequency of collection will be on a Set Day Cycle Once, on a Set Day Cycle Twice, as well as on a Set Day Cycle Every Two Weeks, and on an As-required basis as per the collection schedule in E3. All of the Recyclable Material collected will be transported to the Designated Facility(ies).
 - (i) Occasionally Collection from Community Recycling Depots and 4R Winnipeg Depots will be requested. This Collection will be performed on an as-required basis determined by the Contract Administrator as per the collection schedule in E3.5.
- (b) Provision of "Unlocking Service" in order to empty the containers shall be included. This service is provided on an as-required basis to customers as per the collection schedule in E3. The Contractor will provide a padlock and key to each location requesting service, with the customer being responsible for maintenance and security of the lock and key. There will be no extra charge if servicing a container with Automated Locking Systems.
- (c) Provision of "Pull Box Service" in order to empty the container shall be included. This service is provided on an as-required basis to locations as per the collection schedule in E3. If the Contractor cannot service the container with the automated Front Load Collection Vehicles and the location has met the condition for collection as set out in the Solid Waste bylaw 30/2025 Clause 12(6) (e.g. snow or ice in the laneway), an alternative method approved by the Contract Administrator must be undertaken by the Contractor to ensure collection.
- (d) "Call Ahead Service" may be required at a Collection Point as some Recycling Containers may not be accessible without being moved by the property. In the event of a Call Ahead Service, the Contractor shall notify the Property Management or their on-site representative no less than fifteen (15) minutes prior to arrival to ensure that the Recycling Containers are placed in an accessible location suitable for Collection. Property

Management information will be provided by the Contract Administrator as required. Call Ahead Service shall be considered part of regular Collection service.

- (e) Extra Work as required. Shall include but is not limited to, Collection from Community Recycling Depots and 4R Winnipeg Depots and any extra manual clean ups around bins at these locations.
 - (i) Extra Work shall be calculated by rounding up the service time of the Work to the nearest quarter of an hour.
- (f) Unloading at Designated Facilities of all Recyclable Material collected. The Contractor shall not be charged for unloading at the Designated Facility(ies) of Recyclable Material collected under the terms of this Contract as per E16.

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

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

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

D2.4 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Proponents are advised that monies have been approved for work up to and including December 31, 2026.

D2.4.1 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.

D2.5 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. COOPERATIVE PURCHASE

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

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

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

D3.4 If any location of the potential participant is more than ten (10) kilometers beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.

D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.

D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:

- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;

- (b) a participant may specify a duration of contract shorter than the duration of this Contract;
- (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
- (d) any additional delivery charge identified and accepted in accordance with clause D3.4 and D3.5 will apply.

D3.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.

D3.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D4. DEFINITIONS

D4.1 When used in this Request for Proposal:

- (a) **“4R Winnipeg Depots”** means Recycling drop-off sites located at 1825 Brady Road, 1120 Pacific Avenue and 429 Panet Road;
- (b) **“As-Required”** means Collection will occur as directed by the Contract Administrator or User;
- (c) **“Automated Collection”** means the automated retrieval of a Recycling Container that is lifted and emptied using a mechanical device;
- (d) **“Automated Locking System”** means a container equipped with a locking system that will automatically unlock during Collection without operator assistance;
- (e) **“Call Ahead Service”** means the Contractor shall be responsible for contacting Property Management or their on-site representative prior to Collection to ensure that the Recycling Container is accessible for Collection as described in D2.2 (d);
- (f) **“City of Winnipeg Facility”** means a Premise operated by the City, or on the City’s behalf;
- (g) **“Collect”** and **“Collection”** means the picking up and emptying of Material, including from Recycling Containers, into a Collection Vehicle;
- (h) **“Collection Day”** means the Calendar Day on which a Collection is scheduled to occur;
- (i) **“Collection Point”** means the location where the container(s) are placed for Collection;
- (j) **“Collection Vehicle”** means a motor vehicle (including packer body) designed and intended for use, and which is used, for Collection;
- (k) **“Commercial Property”** means a building or other property, or portion thereof, that is designed or used in whole or in part for uses other than for residential occupancy, and includes a building, property, or portion thereof that is used as defined in the Solid Waste Bylaw 30/2025;
- (l) **“Community Recycling Depots”** means Recycling drop-off sites located at Pan Am Depot: Taylor Avenue at Poseidon Bay and Waverley Depot: 1539 Waverley Street at Chevrier Boulevard;
- (m) **“Confidential Information”** means any and all property, material, and information, regardless of form, format, medium, of, related to, concerning, or resulting from, the Contract, including, without limitation information deemed sensitive or private under the laws of Manitoba or Canada, information about residents of the City, financial information, business information, technical information, business and marketing plans, information related to the City’s employees, information related to the City’s customers, data, and all other information, data and materials, provided by or for the City, or to which access is given, to the Contractor under or in respect of the Contract, and includes the Contract;

- (n) **“Contamination”** means, as context and usage requires, any material/substance that does not qualify as Garbage, Recyclables, Yard Waste, or Surplus Waste, as the case may be;
- (o) **“Contract Manager”** means the person named in the Contract as Contract Manager, or appointed from time to time by the Contractor under E5.1 who acts on behalf of the Contractor;
- (p) **“Customer Service Request”** has the meaning given in E12.2;
- (q) **“Designated Facilities”** means the Material Recovery Facility (MRF) located at 335 Mazenod Road, and any other designated MRF’s as directed by the City;
- (r) **“Earth Bin”** means in-ground container capable of being lifted and emptied using a mechanical device;
- (s) **“Equipment”** means all apparatus, machinery, vehicles, tools, and other things required for the performance and completion of the Work, including Collection Vehicles;
- (t) **“Impassable Roadway”** means a discrete part of a roadway that is temporarily impassable due to an act of God (such as a flood, an exceptionally heavy snowfall, extreme weather event, collapsed pavement or a tornado) or any other cause which, in the Contract Administrator’s sole discretion, makes a discrete part of a roadway temporarily impassable;
- (u) **“Implementation Plan”** has the meaning given in E4.1;
- (v) **“Material Recovery Facility”** and **“MRF”** means a facility for processing of Recyclable Material as described in E16.2;
- (w) **“Multi-Unit”** means: (a) a Premise that has building(s) which contain eight (8) or more separate Dwelling Units; and (b) a Premise that has building(s) which contain eight (8) or more rooms or living quarters in a nursing or personal care home (assisted living facility), but excludes a hospital; previously known as Multi-Family;
- (x) **“PPE”** means personal protective equipment;
- (y) **“Premise”** means land together with its building or buildings;
- (z) **“Proponent”** means any Person or Persons submitting a Proposal for Services;
- (aa) **“Pull Box Service”** means that prior to Collection, the Contractor must pull-out the Recycling Container via mechanical means by using the attached “Pull Out Box” on the front load container from its original location to a location where the Collection Vehicle can empty the contents safely into the truck, and return the Recycling Container to its original location after emptying it;
- (bb) **“Recyclable Material”** has the meaning given in E13;
- (cc) **“Recycling Container”** means a front load or other container approved by the Contract Administrator, designated by the City as eligible for having specific types of Recyclable Material contained within it;
- (dd) **“Route Supervisor”** means the person(s) named in the Contract as Route Supervisor, or appointed from time to time by the Contractor under E5.2 who acts on behalf of the Contractor;
- (ee) **“Service Deficiency”** has the meaning given in E12.3;
- (ff) **“Set Day Cycle Every Two Weeks”** means each Premise receives a Collection on a set Collection Day once every 14 days in a biweekly period that occurs on a set day of the week;
- (gg) **“Set Day Cycle Once”** means each Premise receives a Collection on a set Collection Day once per calendar week 52 times per year that occurs on a set day of the week;
- (hh) **“Set Day Cycle Twice”** means each Premise receives a Collection on a set Collection Day twice per calendar week 104 times per year that occurs on a set day of the week on either Monday/Thursday or a Tuesday/Friday cycle;

- (ii) **“Solid Waste By-law”** means The City of Winnipeg By-law No. 30/2025 as in effect and supplemented/revised from time to time;
- (jj) **“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;
- (kk) **“Temporary Obstruction”** means a short term-obstruction of access to a Collection Point(s) for reasons attributable to: motor vehicles parked in traffic lanes, construction sites indicated with local access only signs, and other similar and like causes, but at all times excluding an Impassable Roadway;
- (ll) **“Uncontrollable Circumstance”** means all unforeseeable events beyond the control of the Contractor that affect the performance of the Contract by the Contractor, including, but not limited to, acts of God, acts or decrees of government or other public authority, acts of public enemies, wars, insurrections, earthquakes, fires, floods, riots, rebellion, sabotage, or any other event or cause not within the control of the Contractor;
- (mm) **“User”** means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (nn) **“Winnipeg Climate Action Plan”** has the meaning given in D24;
- (oo) **“Work”** means all required labor, materials, supplies, equipment and goods and services constituting the scope of work outlined in this Contract;
- (pp) **“311 Customer Service System”** has the meaning given in E21.4.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Derek Goodman C.E.T.
Collection Services Technologist
Telephone No. 204-226-2107
Email Address.: dgoodman@winnipeg.ca

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

D6. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

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

D6.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg’s behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D6.1.2 The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;
- (c) reasonably accommodating assistive devices, support persons, and support animals;
- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
- (e) inform the public when accessibility features are not available;

- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

D7. SUPPLIER CODE OF CONDUCT

- D7.1 The Contractor has reviewed and understands the City's Supplier Code of Conduct. This document is located at: <https://www.winnipeg.ca/media/4891>
- D7.2 The Contractor agrees to comply with the Supplier Code of Conduct as it may be amended or replaced from time to time. The Contractor is responsible for periodically checking the above link for updates to the Supplier Code of Conduct. Contract signature on Form A: Bid/Proposal from the Contractor signifies agreement to the Supplier Code of Conduct which comes into effect once the Contract starts.
- D7.3 If there is a conflict between the Contract and the Supplier Code of Conduct – the Contract will prevail.

D8. UNFAIR LABOUR PRACTICES

- D8.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) <https://www.ilo.org/global/lang--en/index.htm> conventions as ratified by Canada.
- D8.2 The City of Winnipeg is committed and requires its Contractors to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D8.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D8.4 Failure to provide the evidence required under D8.3, may be determined to be an event of default in accordance with C18.
- D8.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D8.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D8.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D8.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D8.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred

following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

D9. INFORMATION MANAGEMENT

- D9.1 The following provisions are in addition to any preceding obligations of confidentiality contained in this document. All requirements apply to the Contractor.
- D9.2 The Contractor acknowledges that The Freedom of Information and Protection of Privacy Act (“FIPPA”) and Personal Health Information Act (“PHIA”) imposes obligations on the City to collect, store, use, disclose, and destroy “personal information”, as that term is defined in FIPPA, (“Personal Information”) in the strictest of confidence and in accordance with FIPPA and PHIA.
- D9.3 The Contractor:
- (a) Shall be deemed to be an Information Manager as that term is defined in FIPPA;
 - (b) Shall be responsible to ensure that all Personal Information is collected, stored, used, disclosed or destroyed only and strictly in accordance with the Contract; and
 - (c) Shall, in respect of all Personal Information, implement and comply with the security requirements, controls, policies, and standards set out in the Contract and the Specifications.
- D9.4 While this Contract is in effect, and at all times thereafter, the Contractor shall treat as confidential any and all Confidential Information which it acquires or that is collected, stored, used, disclosed or destroyed, or to which it is given access, or which in any other way it comes into possession or knowledge of, during the course of the performance of the Contract. For the purposes of this Contract, Personal Information shall be considered to be Confidential Information.
- D9.5 The Contractor shall comply with section 44.1 of FIPPA, and more generally, any collection, storage, use, disclosure or destruction of Personal Information by the Contractor shall be in compliance with FIPPA and PHIA.
- D9.6 Further to C23 of the General Conditions, all Confidential Information is and shall remain the property of the City.
- D9.7 The Contractor shall not disclose or appropriate to their own use, or to the use of any third party, all or any part of the Confidential Information without the prior written consent of the Contract Administrator. The Contractor shall not at any time make any public announcement, press release, or statement of fact or opinion regarding the Bid Opportunity, the Contract, the Work, the City, or the Confidential Information without the prior written consent of the Contract Administrator.
- D9.8 While this Contract is in effect and at all times thereafter the Contractor shall: (a) only collect, store, use, disclose or destroy the Confidential Information for the purposes expressly permitted by the City, and only to the extent necessary to perform its obligations under this Contract:
- (a) ensure that access to the Confidential Information is only provided or permitted a “need to know” basis, and that access, when given, shall be the minimum amount necessary to accomplish the task;
 - (b) not disclose or permit the disclosure of the Confidential Information or any copies thereof, whether in whole or in part, in any form or medium, to any third party, without the prior written consent of the Contract Administrator;
 - (c) not reproduce any Confidential Information, in whole or in part, in any form or medium, without the express prior written consent of the Contract Administrator.
- D9.9 The Contractor shall put into place reasonable security arrangements, including administrative, technical, and physical safeguards that ensure the confidentiality and security of the Confidential Information. The standard of such security arrangements shall be the greater of:

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

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

D9.11 Upon receiving a subpoena or other validly issued administrative or judicial order seeking Confidential Information, the Contractor shall provide the Contract Administrator with prompt notice thereof, deliver a copy of its proposed response to the Contract Administrator, and thereafter be entitled to comply with the demand to the extent permitted or required by law (unless the demand has been time-limited, quashed, or extended). The Contractor shall cooperate with the Contract Administrator in the defense of the demand, if so requested by the Contract Administrator.

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

SUBMISSIONS

D10. AUTHORITY TO CARRY ON BUSINESS

D10.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D11. SAFE WORK PLAN

D11.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D11.2 The Safe Work Plan should be prepared and submitted in the format shown in the City’s template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D11.3 Notwithstanding B18.4 at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D12. INSURANCE

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

- (a) Commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products 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 \$5,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.

- D12.2 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D12.3 Deductibles shall be borne by the Contractor.
- D12.4 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D12.5 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D12.6 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D13. CONTRACT SECURITY

- D13.1 The Contractor shall provide and maintain performance security for the term of the Contract in the form of:
- (a) performance bonds of a company registered to conduct the business of a surety in Manitoba, the first (“Initial Performance Security”) for three years in the amount of fifty percent (50%) of the total estimated annual Contract Price, and subsequent performance bonds (“Renewal Performance Security”). Each such renewal performance security shall be no less than one (1) year in duration and in the amount of fifty percent (50%) of the total estimated annual Contract price.; or
 - (b) a certified cheque or draft payable to “The City of Winnipeg”, drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the total estimated annual Contract Price.
- D13.1.2 Bonds are available at:
- (a) Performance Bond - (Form H1: Performance Bond)
 - (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/>
- D13.1.3 Proponents are advised that, as each Extension Term of the Contract may be subject to a different Contract Price, the Contractor shall submit adequate contract security for the initial term and then each extension term, which may be done through the cancellation and reissuance of contract security, or the revision of previously issued contract security via a rider.
- D13.1.4 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:
- (a) the version submitted by the Contractor must have valid digital signatures and seals;
 - (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
 - (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.

- (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
 - (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D13.1.4(b).
- D13.1.5 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in its discretion, exercised reasonably, allows.
- D13.1.6 Digital bonds passing the verification process will be treated as original and authentic.
- D13.1.7 Where the contract security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as contract security.
- D13.2 The Contractor shall provide the Contract Administrator identified in D5 with the required contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.
- D13.3 Renewal of Performance Security
- (a) Further to D13.1(a), the renewal performance security shall be provided to the City no later than sixty (60) Calendar Days prior to the expiry of the current performance security.

D14. EQUIPMENT LIST

- D14.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) by at least November 1, 2026 and prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

SCHEDULE OF WORK

D15. COMMENCEMENT

- D15.1 The Contractor shall not commence any Work until they are in receipt of a notice of award from the City authorizing the commencement of the Work.
- D15.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D10;
 - (ii) evidence of the workers compensation coverage specified in C6.17;
 - (iii) the Safe Work Plan specified in D11;
 - (iv) evidence of the insurance specified in D12;
 - (v) the contract security specified in D13;
 - (vi) the equipment list specified in D14 including the new Equipment Purchase Order or Invoice or equivalent;
 - (vii) the direct deposit application form specified in D26.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D15.3 The Contractor shall not commence the Work before February 1, 2027.

D16. LIQUIDATED DAMAGES

- D16.1 If the Contractor fails to perform the Work in accordance with this Contact or is otherwise in default of any term or condition, the City may assess liquidated damages for every such instance of non-performance or default in accordance with E25.
- D16.2 Liquidated damages specified in the Contract are hereby agreed upon, fixed and determined by the parties as a reasonable genuine pre-estimate of the City's loss and damage in each such case, and are not a penalty.
- D16.3 Liquidated damages specified in the Contract are not an exclusive remedy, and the City's right to liquidated damages shall not prejudice any other rights or remedies of the City, whether under this Contract, at law (including contract) or equity, nor shall they relieve the Contractor of any obligation under the Contract, including its obligation for the complete and proper performance of the Work.
- D16.4 The Contract Administrator shall determine the extent to which the Contractor is liable to pay to the City liquidated damages.
- D16.5 Liquidated damages payable under the Contract shall be deducted from the cost of Work, or other monies payable by the City to the Contractor pursuant to the Contract, at the discretion of the City, and if there are insufficient monies payable by the City to the Contractor to cover the amount of liquidated damages, then the difference shall be a debt due and payable by the Contractor to the City.

D17. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D17.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration delivery requirements and schedule identified in the Contract, in close consultation with the Contract Administrator.
- D17.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D17.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to Supply Chain Disruption, including but not limited to evidence related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D17.4 For any delay related to Supply Chain Disruption and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D17.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D17.5 Where applicable, the Work schedule will be adjusted to reflect delays accepted by the Contract Administrator.
- D17.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

CONTROL OF WORK

D18. JOB MEETINGS

- D18.1 Regular semi-annual job meetings will be held at the City of Winnipeg Solid Waste Services Office at 1120 Waverley Street, Winnipeg, Manitoba. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and

one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.

D18.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

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

D19.1 Further to B18.4, the Contractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B18.4.

D20. SAFETY

D20.1 Further to B18.4, the Contractor shall have and be prepared to submit, proof satisfactory to the Contract Administrator that the Contractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba).

D20.2 The Contractor shall be solely responsible for safety and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

D20.3 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.

D20.4 The Contractor shall do whatever is necessary to ensure that:

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

D20.5 The Contractor shall provide mandatory training for employees involved with the Contract. The training shall include, but is not limited to, health and safety training, training on how to operate Equipment and vehicles, and emergency response measures.

D20.6 The Contractor shall immediately submit to the Contract Administrator any and all safety violations/orders and reportable incidents throughout the duration of this contract.

D20.7 Health and safety training shall include but not be limited to:

- (a) site specific potential hazards;
- (b) use of personal protective equipment (PPE);
- (c) work practices by which the employee can minimize the risks from potential hazards;
- (d) discussion and recognition of symptoms associated with exposure to hazards, i.e. adverse weather conditions, heat, cold, personal hygiene;
- (e) health and safety training, WHMIS training, workplace safety, first aid training, traffic control training, and other relevant training; and

(f) safe work procedures for manual lifting.

D20.8 The Contractor shall not utilize an employee that has not received mandatory safety training.

D20.9 Upon request from the Contract Administrator, the Contractor will provide written confirmation that all personnel directly involved with the Contract have undergone a complete safety training program before undertaking any Work within the Contract. This written confirmation will be updated as new employees are engaged.

D20.10 A copy of the safety training policies and procedures shall be provided to the Contract Administrator within sixty (60) Calendar Days after receiving notice of award.

Including but not limited to:

(i) Job hazard analysis

<https://www.safemanitoba.com/Resources/Pages/job-hazard-analysis.aspx>

(ii) Safe work procedures

<https://www.safemanitoba.com/Topics/Pages/Safe-Work-Procedures.aspx>

D20.10.2 All revisions made to the safety training policies and procedures shall be provided to the Contract Administrator through the term of the Contract when the Contractor undertakes such revisions.

D20.11 Where the Contractor's safety training policy and procedures do not address occurrences of safety concerns, the Contractor shall submit a job hazard analysis and safe work procedure for the City's review.

D20.12 The Contractor's safety training policies and procedures are subject to the City's review.

D20.13 The Contractor is responsible for the supply of all safety equipment and safety supply materials required for the Work. This includes, but is not limited to:

(a) CSA safety footwear, safety vests, gloves, and any other personal protective equipment (PPE) that may be required;

(b) fire extinguishers (as required by the fire standards);

(c) any other safety equipment required by applicable law;

(d) any other safety equipment required to comply with policies and/or procedures for each of the Designated Facilities; and

(e) any other safety equipment required by the City.

D20.14 The Contractor shall be solely responsible for safety and compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

D21. DEFICIENCIES

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

(a) the Work is not being, or will likely not be, performed satisfactorily; or

(b) progress is not being, or will likely not be, maintained in accordance with the work schedule.

D22. ORDERS

D22.1 The Contractor shall provide a valid email address at which orders for service may be placed.

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) addresses;
 - (b) order date(s);
 - (c) service date(s); and
 - (d) description and quantity of services provided.
- D23.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

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:
- (a) 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);
 - (b) 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);
 - (c) 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).
- D24.3 Any other information requested by the Contract Administrator.
- D24.4 The City will use the reports to track and report on total greenhouse gas production from vehicle use in both City operations and City contracted services. This initiative aims to reduce air pollution and the production of greenhouse gas emissions while demonstrating the City's commitment to environmental sustainability in implementing the Winnipeg Climate Action Plan.

INVOICES & MEASUREMENT AND PAYMENT

D25. INVOICES

- D25.1 Further to C12, the Contractor:
- (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 Payment Certificates:
- (a) Payments to the Contractor for collection will be made following the end of each month based on a certificate prepared by the Contract Administrator indicating the number of units for each payment item in Form B: Prices (excluding Extra Work). Month end payments will be calculated using one-twelfth (1/12) of the tendered Annual Amount price for each payment item collected fully or added to the collection list during the previous

month. In balance, no compensation will be applied for payment items deleted at any point during the previous month and will in respect to Extra Work, indicate the number of hours.

D25.3 Subject to the terms and conditions of the Contract, including without limitation D24.1 and D24.2, payments to the Contractor for the Work will be made for each quantity of the respective items identified on Form B: Prices:

(a) in respect of Extra Work, at the tendered price.

D25.4 Notwithstanding any other provision in the Contract, any and all costs, expenses, losses, damages, credits, other liabilities or payments due or to become due from the Contractor to the City, may be set-off against any performance security required under the Contract, and the City shall have a discretion in respect of selection of the time or times for effecting the set-off or recovery of part or all of any such amount.

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. PAYMENT SCHEDULE

D27.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D28. ANNUAL REVIEW – INFLATIONARY ADJUSTMENT

D28.1 The unit prices specified on Form B: Prices will be adjusted on February 1, 2028 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 February of the previous year to January of the current year.

D28.1.1 Index:

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

D28.2 Data from 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.

D28.3 The Contractor shall provide the Contract Administrator in writing with all required calculations and documentation for the inflationary adjustments outlined in D28.1. The Contractor will provide the proposed adjustment calculation no later than thirty (30) calendar days following the Contract anniversary date. The Contract Administrator will review and approve any calculations/documentation and will also be available to provide clarification/reference material for the Contractor to successfully complete the adjustment calculations.

D28.4 The maximum annual price adjustment shall not exceed plus or minus (+/-) five percent (5%).

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 D30.
- 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 his written Appeal Form, in the manner and format set out on the City's Purchasing Division Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in his Appeal Form.
- 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 D30.4.3, 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 D31.1, in the event that the obligations in D31 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 D31:
- (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 and Consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.
- 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 D31.6.1 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, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor concerning the Work.

ASSIGNMENT BY CITY

D32. ASSIGNMENT BY CITY

- D32.1 The City may assign and transfer any portion or all its rights and obligations under this agreement only with the consent of the Contractor which consent shall not be unreasonably withheld.

FORM H1: PERFORMANCE BOND

(Page 1 of 7)

(See "Contract Security" clause in Bid Opportunity document)

Bond No. _____ (the "**Bond**")

Bond Amount: \$ _____ in Canadian Dollars (the "**Bond Amount**")

1. GENERAL

1.1. For the purposes of this bond,

the "**Principal**" is _____

and the "**Surety**" is _____

1.2. The Surety is a corporation created and existing under the laws of _____ as a surety and duly authorized to transact the business of Suretyship in Manitoba.

1.3. The Principal and Surety bind themselves and their successors and assigns unto The City of Winnipeg ("**City**"), the obligee, for the Bond Amount, for the payment of which sum the Principal and Surety bind themselves and their successors and assigns, jointly and severally in accordance with the provisions of this Bond (the "**Obligation**").

1.4. The Principal entered into a written contract with the City dated _____ for _____

Tender/ Request for Proposal (RFP) Number _____ (the "**Original Contract**"). For the purpose of specifying the conditions of the Obligation, the Original Contract together with amendments made in accordance with its terms are by reference made part hereof and are hereinafter referred to collectively as the "**Contract**".

1.5. The condition of the Obligation is such that if the Principal promptly and faithfully performs the Contract, then this Obligation is null and void; otherwise, it remains in full force and effect, subject to the terms and conditions of this Bond.

1.6. Pursuant to the Performance Security requirements of the Original Contract, this Bond may be superceded and annulled by a Renewal Bond which explicitly references this Bond and the Original Contract, and which is accepted by the City.

2. WRITTEN NOTICE

2.1. The City may make a written demand on the Surety in accordance with this Bond, by giving notice to the Surety substantially in the form set out as Schedule A (the "**Notice**"). Except for a Pre-Notice Meeting in accordance with Section 3.1, the Surety has no obligation under this Bond until it receives a Notice.

2.2. Where the Surety includes two or more companies, the Notice may be delivered to the first listed Surety on behalf of all Sureties. The first listed Surety is hereby authorized to respond to the Notice on behalf of the Sureties, and the City is not required to give separate Notice to each Surety and is entitled to correspond with the first listed Surety on behalf of all Sureties.

3. PRE-NOTICE MEETING

3.1. The City may, at its sole discretion and acting reasonably, request a pre-Notice conference by notifying the Surety and the Principal in writing that it is considering declaring the Principal to be in default under the Contract (the "**Pre-Notice Meeting**"). This notice and request for a Pre-Notice Meeting by the City is not a Notice under this Bond, nor under the Contract, nor is it a precondition to the giving of a Notice.

- 3.2. Upon receipt of such request the Surety must propose a face-to-face meeting, a telephone conference call, or a meeting by any other form of electronic media between the Principal, the City, and the Surety to take place at a time and place mutually convenient for all parties within seven (7) business days, as defined in the Tender/ RFP, (or such longer time as agreed by all parties) after the Surety's receipt of the City's request for a Pre-Notice Meeting in accordance with this Section 3. The City, the Principal, and the Surety must make reasonable efforts

FORM H1: PERFORMANCE BOND

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(See "Contract Security" clause in Bid Opportunity document)

to arrange and attend the Pre-Notice Meeting. If the City delivers a Notice prior to the Pre-Notice Meeting, then the request for the Pre- Notice Meeting is deemed to be retracted.

- 3.3. The purpose of a Pre-Notice Meeting is to allow the City, prior to exercising its other rights under this Bond, to express any concerns about the Principal's performance under the Contract and to allow the Principal to respond to these concerns. The participation of the parties in one or more Pre-Notice Meetings is without prejudice to their respective rights and obligations under the Contract, this Bond or applicable law. Neither the participation by any party in any Pre-Notice Meeting, nor any statement or position taken or information provided by any party during a Pre-Notice Meeting, may be relied on by any other party as a waiver or compromise of the rights or obligations of the City, the Surety, or the Principal under the Contract, this Bond or applicable law, including, but not limited to, the City's right to declare the Principal in default under the Contract and give Notice under this Bond.

4. SURETY'S INVESTIGATION AND RESPONSE

- 4.1. Upon receiving a Notice from the City, the Surety must promptly initiate an investigation of the Notice (the "**Investigation**"), using its best efforts, to determine if the Conditions Precedent have been satisfied and to determine its liability, if any, under the Bond.
- 4.2. Within the four (4) business days following receipt of the Notice, the Surety must provide the City with an acknowledgement, substantially in the form set out as Schedule B (the "**Acknowledgement**"), identifying the date on which it received the Notice and requesting from the City the information and documentation (the "**Information**") the Surety requires to continue the Investigation and, if necessary, request access to personnel who are knowledgeable about the circumstances of the Notice and to the Contract work site(s) where the work is being performed. Upon receiving the Surety's Acknowledgement, the City must promptly, and in accordance with terms of the Contract, provide the Surety with the requested Information and access to personnel and the work site(s) within its possession or control.
- 4.3. The Surety must within a reasonable time conduct the Investigation, but no later than twenty (20) business days after receiving a Notice (or a longer period as may be agreed between the Surety and the City), must provide the City with its written response to the Notice, substantially in the form set out as Schedule C (the "**Surety's Position**"), advising either that:
- 4.3.1. the Surety accepts liability under the Bond and proposes to satisfy its Obligation by performing one of the options set out in Section 7.1; or
 - 4.3.2. the Surety does not accept liability, providing its specific reasons; or
 - 4.3.3. the Surety is unable to determine whether or not one or more of the Conditions Precedent has been satisfied and, in the Surety's sole discretion, the Surety may propose a process for collaborating with the City in the advancement of the completion of the work so as to attempt to mitigate the City's cost to complete the Contract.
- 4.4. The Surety must also, if requested by the City to do so, meet with the City to discuss the status of the Investigation within five (5) calendar days, as defined in the Tender/RFP after the Surety receives the request. This meeting may take place via a face-to-face meeting, a telephone conference call, or a meeting by any other form of electronic media as may be mutually agreed to by the City and Surety.

5. NECESSARY INTERIM WORK

- 5.1. Prior to and during the Investigation if the City must take an action which is necessary to:
 - 5.1.1. ensure public or worker safety;
 - 5.1.2. preserve or protect the work under the Contract from deterioration or damage; or
 - 5.1.3. comply with applicable law,

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(See "Contract Security" clause in Bid Opportunity document)

(collectively, the "**Necessary Interim Work**") the City may, acting with due diligence and provided written notice is subsequently provided to the Surety within three (3) business days of the starting the Necessary Interim Work, undertake the Necessary Interim Work as long as:

- 5.1.4. the City allows the Surety and/or its consultant(s) reasonable access to the Contract work site(s) during the course of the Necessary Interim Work for the purpose of monitoring the progress of the Necessary Interim Work;
 - 5.1.5. any Necessary Interim Work is undertaken without prejudice to the rights of the City, the Principal or the Surety under the Contract, this Bond or applicable law; and
 - 5.1.6. the reasonable costs incurred by the City in undertaking the Necessary Interim Work (to the extent they are not deducted in the calculation of the Balance of Contract Price in Section 10.1) are reimbursed by the Surety, subject to the Surety's liability being subsequently established and subject to such expenses being covered by this Bond. Any payments made by the Surety in respect of the Necessary Interim Work will reduce the Bond Amount by the amount of these payments.
- 5.2. The parties do not intend anything in this Section 5 to limit the ability of the City to take whatever steps are reasonably necessary in the public interest.
 - 5.3. Subject to Section 5.1, the Surety must not raise the mere fact that the Necessary Interim Work proceeded as a defence to any claim by the City under this Bond.

6. POST-NOTICE CONFERENCE

- 6.1. Upon receiving a Notice, the Surety must propose a face-to-face meeting, telephone conference call or a meeting by any other form of electronic media (a "**Post-Notice Conference**") with the City at a mutually convenient time and place within five (5) business days (or a longer period as may be agreed between the Surety and the City). The Principal may participate in a Post-Notice Conference at the invitation of the Surety.
- 6.2. The purpose of the Post-Notice Conference is to determine what actions or work, if any, the City believes must be done while the Surety is conducting the Investigation in order to effectively mitigate the costs for which the City is seeking recovery under this Bond (the "**Mitigation Work**"). Mitigation Work may be performed after Necessary Interim Work and throughout the period of investigation by the Surety.
- 6.3. As long as the City provides reasonable evidence to the Surety that Mitigation Work is necessary during the Investigation and that the anticipated costs are reasonable, the City may proceed with the Mitigation Work subject to the following conditions:
 - 6.3.1. the City must pay the reasonable costs of the Mitigation Work;

- 6.3.2. the City must keep separate records of all amounts related to the Mitigation Work for which it intends to seek recovery under this Bond, including amounts to be set off against the Balance of Contract Price;
 - 6.3.3. the City must allow the Surety and/or its consultant(s) reasonable access to the Contract work site(s) during the course of the Mitigation Work for the purpose of monitoring the progress of the Mitigation Work; and
 - 6.3.4. the Mitigation Work is without prejudice to the rights or obligations of the City, the Principal or the Surety under the Contract, this Bond or applicable law.
- 6.4. If the Surety objects to any part of the Mitigation Work, including without limitation the City's proposed Mitigation Work contractor(s), scope of work, cost, or method of work, it must immediately advise the City in writing of its objections and the reasons for them. The City may still proceed with

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(See "Contract Security" clause in Bid Opportunity document)

the Mitigation Work and the Surety's objections will be addressed through negotiation with the City or at the trial of any action brought pursuant to this Bond.

- 6.5. The Surety must reimburse the City for reasonable costs incurred by the City in undertaking the Mitigation Work, subject to the Surety's liability being subsequently established. Any payments made by the Surety in respect of the Mitigation Work will form part of its Obligation under this Bond and will reduce the Bond Amount by the amount of any such payments.
- 6.6. For greater clarity, any Necessary Interim Work being performed by the City pursuant to Section 5 may continue to be performed pending an agreement, if any, as to the Mitigation Work.
- 6.7. Subject to the rest of this Section 6, the Surety must not raise the mere fact that the Mitigation Work proceeded as a defence to any claim by the City under this Bond.

7. SURETY'S OPTIONS

- 7.1. If the Surety has accepted liability under this Bond, the Surety in consultation with the City, must promptly select and commence one of the following options:
 - 7.1.1. remedy the default; or
 - 7.1.2. complete the Contract in accordance with its terms and conditions; or
 - 7.1.3. obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions and, upon determination by the City and the Surety of the lowest responsive bidder in the case of a Tender or the bidder with the highest point in the case of a Request for Proposal (RFP):
 - 7.1.3.1. arrange for a contract between such bidder and the City; and
 - 7.1.3.2. make available as work progresses (even if there should be a default, or a succession of defaults, under the contract or contracts of completion, arranged under Section 7.1.3) sufficient funds to complete the Principal's obligations in accordance with the terms and condition of the Contract including any applicable value-added taxes for which the Surety may be liable, less the Balance of Contract Price; or
 - 7.1.4. pay the City the lesser of:
 - 7.1.4.1. the Bond Amount; or

7.1.4.2. without duplication, the City's Direct Expenses plus the City's proposed cost of completion of the Contract and any applicable value-added taxes for which the Surety may be liable, less the Balance of Contract Price.

7.2. The option selected by the Surety is referred to in this Bond and the Schedules as the "**Surety Option**".

8. THE CITY'S DIRECT EXPENSES

8.1. Where the Surety is liable under this Bond, then the Surety is liable for the following fees and expenses, without duplication (the "**City's Direct Expenses**"):

8.1.1. reasonable professional fees incurred by the City to complete the Contract which are a direct result of the Principal's default and which would not have been incurred but for the default of the Principal;

8.1.2. reasonable external legal fees incurred by the City to complete the Contract, which are a direct result of the Principal's default and which would not have been incurred but for the default of the Principal, with the exception of legal fees incurred by the City in defending a

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(See "Contract Security" clause in Bid Opportunity document)

claim or action by the Principal, or incurred by the City in pursuing an action against the Principal;

8.1.3. reasonable, miscellaneous, and out-of-pocket expenses incurred by the City to complete the Contract which are a direct result of the default of the Principal, and which would not have been incurred but for the default of the Principal;

8.1.4. direct costs incurred as a result of an extension of the duration of the supply of services or materials used or reasonably required for use in the performance of the Contract, which are a direct result of the default of the Principal, and which would not have been incurred but for the default of the Principal;

8.1.5. reasonable costs of the Necessary Interim Work;

8.1.6. reasonable costs of the Mitigation Work; and

8.1.7. any additional fees and expenses agreed to by the City, the Principal, and the Surety.

8.2. For the purpose of Section 8.1.4, the "**direct costs**" incurred are the reasonable costs of performing the Contract during the extended period of time, including costs related to the additional supply of services or materials (including equipment rentals), insurance and surety bond premiums, and costs resulting from seasonal conditions, that, but for the extension, would not have been incurred.

8.3. Subject to any agreement to the contrary, between the City, the Principal, and the Surety, the Surety is not liable under this Bond for:

8.3.1. any liquidated damages under the Contract;

8.3.2. if no liquidated damages are specified in the Contract, any damages caused by delayed performance or non-performance of the Principal, except as provided in Section 8.1.4; or

8.3.3. any indirect or consequential damages, including but not limited to costs of financing, extended financing, hedging arrangements, loss of or deferral of profit, productivity or opportunity, or head office overhead costs.

- 8.4. If the Surety is liable under this Bond, then, at the City's option, the City's Direct Expenses may be deducted by the City from the Balance of the Contract Price as defined in Section 10 or will be promptly reimbursed by the Surety subject to the other terms, conditions and limitations of this Bond and will reduce the Bond Amount.

9. CONDITIONS PRECEDENT

- 9.1. The Surety has no liability or Obligations under this Bond unless all of the following conditions precedent (the "**Conditions Precedent**") are satisfied:
- 9.1.1. The Principal is, and is declared by the City to be, in default under the Contract;
 - 9.1.2. The City has given such notice to the Principal of a default of the Principal, as may be required under the terms of the Contract;
 - 9.1.3. The City has performed its obligations under the Contract; and
 - 9.1.4. The City has agreed to pay the Balance of Contract Price to the Surety or as directed by the Surety.

10. BALANCE OF CONTRACT PRICE

- 10.1. The term "**Balance of Contract Price**" means the total amount payable by the City to the Principal under the Contract, including any adjustments to the price in accordance with the terms and conditions of the Contract, or other amounts to which the Principal is entitled, reduced by any

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(See "Contract Security" clause in Bid Opportunity document)

amounts deducted by the City for the City's Direct Expenses under Section 8.4 and all valid and proper payments made to or on behalf of the Principal under the Contract.

- 10.2. The City must use the Balance of Contract Price to first mitigate against any potential loss to the Surety under this Bond and then under any Labour & Material Payment Bond issued by the Surety, together with this bond for the Contract, and the City must assert all rights and remedies available to the City to the Balance of Contract Price and make payment of the Balance of Contract Price as directed by the Surety.

11. LIMITATIONS ON THE SURETY'S LIABILITY

- 11.1. Despite anything to the contrary in this Bond or in the Contract, the Surety is not liable for a greater sum than the Bond Amount under any circumstances.
- 11.2. The Surety's responsibility to the City under this Bond in respect of any Surety Option or City's Direct Expenses is secondary to, and not greater than, that of the Principal under the Contract. The Surety is not obligated to pay any sums which the Principal is not obligated to pay the City or for which the City's remedy against the Principal is barred.

12. RIGHT OF ACTION

- 12.1. No right of action accrues on this Bond to or for the use of any person or corporation other than the City, or the City's successors.

13. COMMENCEMENT OF ACTION

- 13.1. It is a condition of this Bond that any suit or action must be commenced before the expiration of two (2) years from the earlier of:

13.1.1. the date of substantial performance of the Contract as defined in *The Builders' Liens Act* (Manitoba), R.S.M. 1987, c. B91 as amended from time to time; or

13.1.2. the date on which a Notice in respect of the default that is the subject of such suit or action is received by the Surety under this Bond.

13.2. The City, the Principal, and the Surety agree that any suit or action is to be made to a court of competent jurisdiction in Manitoba and agree to submit to the jurisdiction of such court despite any terms to the contrary in the Contract.

14. COMMON LAW RIGHTS

14.1. The rights and obligations of the City, the Principal, and the Surety under this Bond are in addition to their respective rights and obligations at common law and in equity.

15. APPLICABLE LAW

15.1. This Bond is governed by the laws of Manitoba and Canada as applicable.

16. NOTICES

16.1. All notices under this Bond must be delivered by registered mail or electronic mail at the addresses set out below, subject to any change of address in accordance with this Section.

16.2. Any notice given by electronic mail is deemed to have been received on the next business day or, if later, on the date actually received if the person to whom the notice was given establishes that they did not, acting in good faith, receive the notice until that later date. Any notice given by registered mail is deemed to have been received five (5) business days after the date on which it was mailed or, if later, on the date actually received if the person to whom the notice was mailed establishes that they did not, acting in good faith, receive the notice until that later date.

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(See "Contract Security" clause in Bid Opportunity document)

16.3. The address for the Surety or the Principal may be changed by giving notice to the other parties setting out the new address in accordance with this Section.

16.4. The addresses for notice for the Principal and Surety are as follows:

16.4.1. The Principal: _____

Address: _____

Email address: _____

Attention: _____

16.4.2. The Surety: _____

Address: _____

Email address: _____

Attention: _____

17. HEADINGS FOR REFERENCE ONLY

17.1. The headings and references to them in this Bond are for convenience only, do not constitute a part of this Bond, and are not to be taken into consideration in the interpretation of this Bond.

The Principal and the Surety witness their agreement to this bond by signing and sealing this bond dated _____ day of _____, in the Year _____.

SIGNED AND SEALED
In the presence of

(Witness as to Principal if no seal)

The Principal

Signature of Authorized Officer

Name of Authorized Officer

Position of Authorized Officer

Date

The Surety

Signature of Authorized Officer

Name of Authorized Officer

Position of Authorized Officer

Date

FORM K: EQUIPMENT
(See D14)

**FRONT LOAD COLLECTION OF RECYCLING FROM MULTI-UNIT DWELLINGS, COMMERCIAL
PROPERTIES AND OTHER ESTABLISHMENTS**

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

FORM K: EQUIPMENT
(See D14)

**FRONT LOAD COLLECTION OF RECYCLING FROM MULTI-UNIT DWELLINGS, COMMERCIAL
PROPERTIES AND OTHER ESTABLISHMENTS**

5. Category/type:	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
6. Category/type:	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
Winnipeg 179-2026	Map

<u>Appendices</u>	<u>Description</u>
Appendix A	Collection Locations as of July 2025

E2. CONTRACT QUANTITIES

E2.1 The quantities shown in Form B: Prices are estimates indicating an estimated number of monthly quantities and are for comparison purposes only. The said quantities are approximate only and are to be used only for the purposes of comparison of bids and the City makes no warranty or guarantee with any respect of same. The total inventory as of July 2025 is as listed in Appendix A and shall be adjusted as required by the Contract Administrator.

E2.2 Collection and unloading service shall extend to all new or additional Multi-Unit Dwellings, Commercial Properties and other establishments including Community Recycling Depots and 4R Winnipeg Depots as determined by the Contract Administrator immediately when directed in writing by the Contract Administrator or User. The Contractor shall provide this extension of service for the same unit price specified in Form B: Prices.

E2.3 The amount payable in this Contract will be reduced when any Multi-Unit Dwellings, Commercial Properties and other establishments, as determined by the Contract Administrator, are no longer generating Recyclable Material. All such changes will be carried out for month-end payment purposes.

E2.4 The Contractor shall note that customers have the right to use or reject recycling Collection service arranged through the City, and therefore the City cannot guarantee the actual number of establishments under this Contract. Also, the Contract Administrator or User may designate the type of container to be used (e.g. EarthBin), which may cause an increase or a reduction in the number of establishments served.

E2.5 The Contract Administrator or User will provide the Contractor notice of any changes, either additions or deletions, or change in frequency of Collection of Multi-Unit Dwellings, Commercial Properties and other establishments serviced under this Contract.

E2.6 Notwithstanding E2.5, the Contractor shall be responsible to notify the Contract Administrator if there is any change in Collection from Multi-Unit Dwellings, Commercial Properties and other establishments as determined by the Contract Administrator that would result in a change in the service to that location. Examples would include, but are not limited to, business ceases to exist, Recycling Container removed by a third party, increase or decrease of Recycling Container size or quantity, Multi-Unit building no longer occupied because of building damage, etc.

E2.7 The following is the historical monthly tonnage for 2022-2025

Recycling Quantities (tonnes/month)	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2022	377	344	404	383	529	458	427	455	428	378	419	395	4,995
2023	365	306	367	348	384	392	411	420	370	416	435	398	4,612
2024	424	367	368	382	379	292	353	351	326	289	384	366	4,281
2025	367	303	331	370	386	364	211	284	389	431	349	427	4,210

E2.8 The City makes no representation of warranty that the monthly tonnage in 2027 or subsequent years will be approximately the same as set out from 2022-202 in E2.7

E3. SCHEDULE OF COLLECTION ROUTES AND DAYS OF COLLECTION

E3.1 Collection Schedule:

- (a) The Contractor shall perform the Collections in accordance with the schedule provided as Appendix A.
- (b) The Contractor shall submit to the Contract Administrator a detailed schedule of collection routes and days of collection for each route along with sequential routing at least sixty (60) Calendar Days prior to the commencement of the Work. Authorization from the Contract Administrator is required should the Contractor wish to change the specified schedule, as noted in Appendix A prior to the start of the Contract. The Contractor shall be responsible for the duplication and delivery, to each affected premises, a suitable notice of the change, prepared and authorized by the Contract Administrator, from relevant information supplied by the Contractor. No major changes to the Collection schedule will be considered once the Collection schedule has been approved and implemented. The Contract Administrator will consider proposals submitted by the Contractor to a limited amount of schedule changes on the anniversary date(s) of the Contract.
- (c) This Collection schedule is subject to the approval of the Contract Administrator. Weekly pick-up locations shall be scheduled on a Set Day Cycle Once and Set Day Cycle Twice. Collection locations that require a Set Day Cycle Every Two Weeks or on an As-Required Basis shall be scheduled as indicated and designated by the Contract Administrator.
- (d) The Contractor shall keep the Collection schedule and Collection route list up to date and shall provide the Contract Administrator with a copy of the above records not less than thirty (30) Calendar Days prior to the commencement of the Work of this Contract.
- (e) The Contractor shall supply an updated Collection schedule and Collection route list when requested by the Contract Administrator at any time during the duration of the Work of this Contract.
- (f) All lists shall be provided in a Microsoft Excel compatible format acceptable to the Contract Administrator (CSV, TXT, XLS, XXLS).
- (g) The Contractor shall indicate all relevant information on each route list including, but not limited to:
 - (i) Locations of Multi-Unit Dwellings, Commercial Properties and other establishments. Each Collection Point shall have an address identification, route name and pickups numbered in order of Collection;
 - (ii) Collection Day(s);
 - (iii) Start and finish destination; and
 - (iv) Contractor Vehicle Identification Number.

E3.2 The Contractor shall not arbitrarily alter any route or hours of operation without the prior approval of the Contract Administrator or in event of a situation indicated in E10.5.

E3.3 Hours of Collection:

- (a) The hours of Collection shall be between 7:00 a.m. and 6:00 p.m. except in the case of unusual delay, emergency or Equipment breakdown. The Contractor shall request and receive approval to extend the hours of Collection provided that the Contractor reports the deviation to the Contract Administrator or User from the schedule prior to it occurring. In any event, however, the Contractor may not start earlier than 7:00 a.m. or carry out Collections past 10:00 p.m.

E3.4 Holidays:

- (a) The Contractor shall maintain the specified Collection schedule at all times, notwithstanding that periodically, a scheduled Collection Day will fall upon a statutory holiday, with the exception of New Year's Day, Remembrance Day and Christmas Day. On those occasions, the Collection shall be moved forward one day.
- (b) A normal Collection Day is defined as any day except New Year's Day, Remembrance Day and Christmas Day. The Contract Administrator shall provide sufficient notice to the Contractor in the event of any changes to Collection Days.
- (c) When New Year's Day, Remembrance Day and Christmas Day occur between Monday and Friday as per E3.4(b), the Contractor will be required to provide Collection on the Saturday following the holiday.
 - (i) As an example: if Christmas Day falls on Wednesday, Wednesday Collection will occur on Thursday, Thursday Collection will occur on Friday and Friday Collection will occur on Saturday.
- (d) In case of the resulting loss of a Collection Day during the Collection schedule or in the case of an Emergency, and then only with written permission from the Contract Administrator, Work may be carried out on Sundays.
- (e) Where the Designated Facility for unloading is not scheduled to be open, the Contractor may request to have the City provide limited unloading services charged at the applicable rate as defined in E16.4.

E3.5 Community Recycling Depots and 4R Winnipeg Depots:

- (a) Occasionally there will be a requirement to fulfill Collection and unloading service for the 6.0 m³ Recycling containers at the Community Recycling Depots and 4R Winnipeg Depots. There are currently five (5) Depot locations as listed in Appendix A. Each Depot location can have from five (5) to seven (7) or more Recycling containers and each container will require the Contractor to perform Unlocking Service. Frequency of collection at each location will vary. All Recyclable Material collected will be transported to the Designated Facility(ies). This service will be performed on an as-required basis as directed by the Contract Administrator and will be compensated accordingly, rounded up to the nearest quarter of an hour, as Extra Work based on the Form B: Prices.
- (b) The Contractor shall ensure that prior to Collection at each Community Recycling Depot, after they unlock the bins, that any loose material beside the bins does not end up under the bins after collection or cause the bins not to be placed back in their proper original position. This shall be compensated accordingly, rounded up to the nearest quarter of an hour, as Extra Work based on the Form B: Prices.

E4. IMPLEMENTATION AND LABOUR CONTINGENCY PLANS AND INFORMATION

E4.1 Not more than ninety (90) Calendar Days after receiving notice of award and prior to the commencement of Work, the Contractor shall provide the Contract Administrator, for review, a proposed Implementation Plan for the Work. The proposed Implementation Plan shall identify, include and make due allowance for the following:

- (a) A detailed personnel plan that shall contain information on staffing levels for the operations and shall include at a minimum: position, name of employee and work experience for supervisory and office personnel, numbers and types of positions for all operating personnel, e.g. drivers, swamper, full-time, part-time, permanent, temporary, union, non-union.
- (b) A detailed personnel training plan.
- (c) Safe work procedures for manual lifting.
- (d) Emergency and contingency response plans.
- (e) Spill containment and response plan.
- (f) Customer service procedures and training documents.
- (g) Equipment (including Collection Vehicles) maintenance programs and plans.

- (h) Proposed GPS/AVL system.
 - (i) Handling procedures for Recyclable Material (e.g. procedures for handling Recyclable Material during cold or hot weather).
 - (j) Procedures for addressing service delays.
 - (k) Claims procedures.
 - (l) Any other information requested by the Contract Administrator.
- E4.1.1 Once reviewed, the Implementation Plan shall not be modified, altered or revised without the prior written consent of the Contract Administrator.
- E4.1.2 The Contractor shall perform the Work, including all Collection, in accordance with the Contract and the reviewed Implementation Plan.
- E4.2 The Contractor shall, not later than January 1, 2027, submit to the Contract Administrator the following:
- (a) vehicle tare weights for each Collection Vehicle.
 - (b) license plate numbers for all motor vehicles (including Collection Vehicles).
 - (c) vehicle identification numbers for all motor vehicles (including Collection Vehicles).
- E4.3 Not more than ninety (90) Calendar Days after receiving notice of award and prior to the commencement of Work, the Contractor shall provide the Contract Administrator, for review a proposed Labour Contingency Plan for the Work to address and make provisions for the Contractor's obligations to the City as set out in this Contract, during a strike or lockout of its workers. The proposed Labour Contingency Plan shall identify and include or make due allowance for the following:
- (a) recruitment and training of replacement workers;
 - (b) a strategy regarding route coverage for Collection;
 - (c) a timeline for retaining and/or restoring the Work, including Collection;
 - (d) a communications plan to address media inquiries regarding the progress of labour negotiations;
 - (e) the mobilization, maintenance and security of the Collection Vehicles;
 - (f) a strategy with respect to access to and egress from the Contractor's facilities and the Designated Facilities;
 - (g) resources to monitor and record picket activity and security of Contractor's facilities;
 - (h) the requirements of the Contract; and
 - (i) any other information requested by the Contract Administrator.
- E4.3.1 The Contractor shall be entitled to update the Labour Contingency Plan to take into account additional contingencies at that time, provided however, that any updated Labour Contingency Plan must be provided to the Contract Administrator no later than sixty (60) Calendar Days prior to the last day of the term of the collective agreement between the Contractor and its workers in force at any time over the term of the Contract.
- E4.3.2 An approved Labour Contingency Plan shall not be modified, altered or revised without the prior written consent of the Contract Administrator.
- E4.3.3 The Contractor shall perform and complete the Work, including all Collection, in accordance with the Contract and in accordance with the approved Labour Contingency Plan.
- (a) any labour relations matters, arbitrations, and grievances which may be filed by the Contractor's employees shall be the sole responsibility of the Contractor, and the Contractor agrees to indemnify the City against all claims.
 - (b) in the event of a strike, lockout, or other labour action, the Contractor remains fully responsible to perform all Work under this Contract.

- (c) the Work shall continue without interruption of, or reduction in service, in the event of a labour disruption by either its own employees or those of a third party.

E5. KEY PERSONNEL

- E5.1 The Contractor shall, within ninety (90) Calendar Days after receiving notice of award and prior to the commencement of Work submit to the Contract Administrator for consent the name and particulars of the person the Contractor proposes to appoint as Contractor's Contract Manager. If consent is withheld or subsequently revoked, or if the appointed person fails to act as Contract Manager, the Contractor shall similarly submit the name and particulars of another suitable person for such appointment.
 - E5.1.1 The Contract Manager shall be responsible for overall management of the Work.
 - E5.1.2 The Contractor shall give the Contract Manager all authority necessary to act on the Contractor's behalf under the Contract.
 - E5.1.3 The Contractor shall not, without the prior consent of the Contract Administrator:
 - (a) revoke the appointment of the Contract Manager or appoint a replacement;
 - (b) change the responsibility(ies) and reporting relationship(s) of the Contract Manager.
 - E5.1.4 If the Contract Manager is to be temporarily absent during the execution of the Work, a suitable replacement person shall be appointed, subject to the Contract Administrator's prior consent, and the Contract Administrator shall be notified accordingly.
- E5.2 The Contractor shall, within ninety (90) Calendar Days after receiving notice of award and prior to the commencement of Work submit to the Contract Administrator for consent the name and particulars of the person(s) the Contractor proposes to appoint as Contractor's Route Supervisors accompanied with the organizational chart showing responsibilities and reporting relationships. If consent is withheld or subsequently revoked, or if an appointed person fails to act in the capacity of Route Supervisor, the Contractor shall similarly submit the name and particulars of another suitable person(s) for such appointment(s).
 - E5.2.1 The Contractor shall not, without the prior consent of the City:
 - (a) revoke an appointment of Route Supervisors or appoint a replacement(s);
 - (b) change the responsibility(ies) and reporting relationship(s) of Route Supervisors.
 - E5.2.2 The Route Supervisors shall be responsible for in-person on the street supervision and monitoring Collection route operations to ensure the Work is performed and completed in accordance with the Contract, including complete Collection on the applicable Collection Day within Collection hours.
 - E5.2.3 The Route Supervisors shall respond to inquiries from the City's field staff within two (2) hours of a request for information, including providing video or photos.
- E5.3 The Route Supervisors are responsible for supervising Collection, ensuring that Contract requirements are met on a day-to-day basis, and for the handling of customer service issues.
- E5.4 The Contractor shall provide to the Contract Administrator, the telephone numbers (including, but not limited to, mobile telephone numbers), and email addresses for each of the Contract Manager and Route Supervisors.
- E5.5 The Contract Manager or the Route Supervisors shall be available for contact and communication 24 hours a day, seven (7) days a week, on matters relating to the Work and the Contract.

E6. EQUIPMENT AND COLLECTION VEHICLES - GENERAL

- E6.1 The Contractor shall provide all Equipment (including Collection Vehicles and supervisory vehicles) sufficient to perform and complete each day's Work on time and on a consistent basis.

Any Equipment, including Collection Vehicles, used for Automated Collection of Recyclable Material shall be capable of completing the scope of Work in this Contract.

- E6.1.1 Further to E6.1 the number of Collection Vehicles required to do the Work, shall be available on February 1, 2027.
- E6.2 On commencement of the contract, the Contractor will be permitted to utilize existing equipment to complete the scope of Work while new equipment is ordered and is being manufactured. Within 30 days following the award of the contract, the contractor is required to show proof of purchase (i.e., Purchase Order) of the newly purchased vehicles that are required to complete the Work.
- E6.3 The Contractor shall maintain a quantity of spare Collection Vehicles that is not less than the number equal to ten (10%) percent (rounded up to the nearest whole number) of the base quantity of Collection Vehicles.
- E6.4 All Collection Vehicles, on commencement of the Contract, shall be new and have a model number year and a manufacturing year not earlier than 2026.
- E6.5 All replacement Collection Vehicles shall have a model number year and a manufacturing year not earlier than 2026.
- E6.6 The Contractor's Equipment, including Collection Vehicles, engaged in the Work shall prioritize and complete the Work and obligations under City of Winnipeg Front Load Collection contract prior to performing any other collection contract or other work. Notwithstanding E16.7, in the event of a Collection made in violation of the immediate preceding sentence, the Contractor shall be liable for and shall pay the full cost of tipping fees for such Collection Vehicle at Designated Facilities.
- E6.7 Collection Vehicles shall be equipped with both a photo and video monitoring system. All data and information captured by the system shall be stored for 14 days minimum and made available and delivered to the City within two (2) hours of request from the Contract Administrator.
- E6.8 The Contractor shall maintain and keep all Equipment in good working order.
- E6.9 The Contractor shall have and implement a fleet mitigation plan in case of a disaster or emergency affecting Collection Vehicles, including, without limitation, fire.
- E6.10 Collection Vehicles, and all other Equipment used or employed in the Work, shall comply with the requirements of the Contract.
- E6.11 The Contractor (and Collection Vehicles) shall not compact Recyclable Material to a density greater than 350kg/m³ (weight/volume of vehicle). Audits will be performed monthly for the duration of the Contract to verify the compaction ratio.
- E6.12 Collection Vehicles, and all other Equipment used or employed in the Work, shall always comply with all applicable Federal, Provincial and Municipal laws and regulations.
- E6.13 The Contractor shall, on demand by the Contract Administrator, produce valid certificates of inspection issued by the applicable governmental authority or other authorized agencies for any Equipment (including Collection Vehicles).
- E6.14 In addition to any Equipment safety requirements required by legislation, all Collection Vehicles shall be equipped with, but not limited to, the following safety Equipment:
- (a) back-up alarms;
 - (b) transmission safety switch (kill switch);
 - (c) power take off (PTO) indicator lights;
 - (d) "Maxi" brakes;

- (e) operation lights;
 - (f) rotating amber caution light(s) mounted on the top or rear of the vehicle, which shall be clearly visible at all times;
 - (g) spill kits including hand tools (e.g. broom, shovel, etc.) and absorbent materials to facilitate the sweeping of any material which may be spilled;
 - (h) emergency kit for vehicle breakdowns (e.g. traffic cones).
- E6.15 The Contractor shall continually maintain and update the safety devices and safety equipment for any and all Equipment (including Collection Vehicles) to meet the required safety standards throughout the duration of the Contract.
- E6.16 Collection Vehicles shall be properly constructed, maintained, and sufficiently enclosed to eliminate the depositing of any debris onto the streets during the performance of the Work.
- E6.17 Collection Vehicles must be capable of functioning in extreme ambient temperatures of -40C to +40C and in all weather and climatic conditions.
- E6.17.1 It is recommended the Contractor provide covered vehicle storage facilities year-round for Collection Vehicles to minimize the risk of damage due to severe weather events.
- E6.18 Collection Vehicles shall:
- (a) be capable of manoeuvring through all widths of right-of-ways in the areas.
 - (b) remain within and on designated travel surfaces in all weather conditions. This includes conditions during winter when snowplowing and/or snow accumulations reduce the width of the traveling surface or change the physical location of the traveling surface. Snow on roadways will be cleared in accordance with the City of Winnipeg's Snow Clearing and Ice Control Policy.
 - (c) service all front streets, back lanes, and service roads without contacting or damaging overhead lines.
 - (d) be capable of providing service to all front streets, back lanes, and service roads without causing damage, howsoever caused, to any property (real or personal).
- E6.19 Collection Vehicles shall be identified with letters and numbers that shall be a minimum of twenty-five centimetres (25 cm) in height on the rear and front of the Collection Vehicle(s) and shall be a minimum of fifteen centimetres (15 cm) in height on each side and positioned in such a manner as to be clearly visible when viewed from all sides of the Collection Vehicle.
- E6.20 The City may also require the Contractor to affix signs on the sides and/or the rear of any Collection Vehicle that proclaim messages of public interest or promote any aspect of solid waste/recycling programs being carried on by the City. Such signs shall be paid for and supplied by the City. The City shall be responsible for costs associated with affixing such signage to a Collection Vehicle. The Contractor shall affix any such signage in a manner and position acceptable to the Contract Administrator.
- E6.21 The Contractor shall keep Collection Vehicles in a clean and presentable condition, and free from any visible rust and damage. The Contractor shall repair any visible rust or damage within twenty (20) Calendar Days of notification from the Contract Administrator. All costs associated with such repairs will be borne by the Contractor.
- E7. GLOBAL POSITIONING SYSTEM - AUTOMATED VEHICLE LOCATOR (GPS/AVL) AND VIDEO AND PHOTOGRAPH INTEGRATION**
- E7.1 Collection Vehicles shall be equipped with a global positioning system, automated vehicle locator (GPS/AVL) tracking system.
- E7.2 The Contractor shall, no later than January 1, 2027, provide a GPS/AVL tracking system (including equipping Collection Vehicles as required in the Contract) meeting the requirements of the Contract, including as proposed in the Contractor's Bid.

- E7.3 The City and the Contractor agree that the GPS/AVL tracking system will be used for purposes including use by the Contractor to manage the Contractor's Collection Vehicles and its personnel.
- E7.4 The Contractor shall be solely responsible for complying with applicable privacy legislation.
- E7.5 The City and the Contractor agree that the City and the Contractor must each have access to the GPS/AVL tracking system user application and its underlying data.
- E7.6 The GPS/AVL tracking system user application shall be web-based.
- E7.7 The GPS/AVL system and associated web-based application shall be commissioned and fully operational no later than January 1, 2027.
- E7.8 At a minimum, the GPS/AVL tracking system and associated secure web-based application shall be capable of, and shall:
- (a) monitor both current position and route progress (tracking) via on-screen display of position and/or path, including city street base map;
 - (b) display Collection Vehicle movement, identify and show the position of the Collection Vehicles at a minimum of fifteen (15) seconds intervals;
 - (c) report and record the speed traveled by the Collection Vehicles;
 - (d) indicate the direction of travel of each displayed Collection Vehicle;
 - (e) provide Collection Vehicle location by GPS coordinates;
 - (f) provide photos and videos of event data as requested by the Contract Administrator from any of the five camera views identified in E7.9(e);
 - (g) report on daily exceptions for non-collection with rationale.
- E7.9 The Contractor shall:
- (a) ensure at all times that the GPS/AVL Equipment and Video/Photo equipment is functioning properly.
 - (b) promptly, but in any event not later than eight (8) hours from the time of damage or malfunction, report any Equipment damage and malfunctions to the Contract Administrator.
 - (c) ensure all devices will be kept in good working order by the Contractor and any faulty devices shall be repaired within five (5) Calendar Days.
 - (d) inform the City of any planned hardware/software activities (such as maintenance, upgrades, etc.) that may interrupt availability of the GPS/AVL and/or video or photo application/data at least seven (7) Calendar Days prior to the planned activity.
 - (e) ensure that the Collection Vehicle has a camera able to capture video and photograph on the front of the vehicle, the rear of the vehicle, passenger side of the vehicle, driver side of the vehicle and the hopper.
 - (f) ensure all video data will be stored and available upon request for the previous two (2) weeks proceeding the scheduled collection.
 - (g) ensure video and photograph requests from the Contract Administrator will be made available to the City in the GPS/AVL operating system/software and available to be transferred to the City in digital format approved by the Contract Administrator (e.g., file share link).
- E7.10 The Contractor shall not remove or deactivate a GPS/AVL system from/in a Collection Vehicle, nor shall the Contractor utilize a Collection Vehicle that is not equipped with an activated and working GPS/AVL system meeting the requirements of the Contract (except as expressly permitted in the Contract).
- E7.11 The City may require the Contractor to remove any Collection Vehicle from use if its GPS/AVL system is non-functional. In such cases, the Contractor shall supply a suitable replacement

Collection Vehicle. The Contractor shall not utilize such removed Collection Vehicle in the Work unless and until such time that its GPS/AVL system has been repaired and is fully operational.

- E7.12 The Contractor shall provide demonstration and training sessions concerning the GPS/AVL system and web-based application, for City personnel, as requested by the Contract Administrator. The demonstration and training sessions will be developed in consultation with the Contract Administrator. The Contractor shall provide training manuals for the GPS/AVL system and web-based application in an appropriate format as requested by the Contract Administrator. The demonstration and training sessions will be conducted in Winnipeg at times and locations acceptable to the Contract Administrator.
- E7.13 The GPS/AVL system and web-based application shall have performance data storage and access requirements that comply with the following:
- (a) web based location and event data must be stored and accessible for a minimum of twelve (12) months;
 - (b) at any time, including after the twelve (12) month period referenced in (a), the Contract Administrator may require the Contractor to send location and event data to the City for storage on their system, in an agreed upon file format;
 - (c) the Contractor shall provide, within forty-eight (48) hours of request by the Contract Administrator, a digital download copy of all data;
 - (d) location and event data shall be provided in a Microsoft Excel compatible format (CSV, TXT, XLS, XXLS). The acceptable format shall be determined by the Contract Administrator; and
 - (e) all of the GPS/AVL web-based location and event data must be made available via a secure, query able web service on a near real time read only basis.
- E7.14 The Contractor shall:
- (a) provide a secure web-based application that the City will be able to use to retrieve Front Load Recycling Collection data. Such data will include a record of each Recycling Collection Request, providing confirmation of Collection or a reason the Contractor could not Collect any Recycling Container at any address. Recycling Collection data will be accessible through this web service within one (1) hour of the actual event;
 - (b) in cases where the GPS/AVL is not operational, the Contractor shall submit on the City's standard daily reporting form, an electronic daily report by no later than 9:00 a.m. the first Business Day following the previous day's Collection. The daily report identifies reasons for non-Collection at a Premise and shall be completed in full, including entry of details into all areas of the form;
 - (c) provide access to the City, between the hours of 6 a.m. to 6 p.m., Monday to Saturday, to all GPS/AVL information or any other information requested by the Contract Administrator;
 - (d) make available to the City, the secure web-based application Monday to Saturday, between the hours of 6 am to 6 pm and should be generally available twenty-four (24) hours a day, seven (7) days a week outside of mutually agreeable systems maintenance outage windows;
 - (e) ensure the web-based application provides a method whereby the City will specify a specific date and receive back a .csv formatted text file containing the following data for each pickup and unserviceable locations recorded on that date:
 - (i) event identification number – A primary key that uniquely identifies this specific data sample row across all rows collected across multiple days;
 - (ii) location coordinates – expressed in Lat/Long using degrees, minutes, seconds;
 - (iii) date and time of the event – following the format YYYYMMDD HHMMSS;
 - (iv) exception code – brief explanation used for describing any exception such as "Recycling Collection - blocked, cannot pickup".

- E7.15 In the event of non-collection of any Recycling Container placed out for Collection, the GPS/AVL shall record in real time the following information:
- (a) location - address;
 - (b) date and time - recorded in the format YYYYMMDD HHMMSS;
 - (c) exception cause (blocked, frozen to ground, temporary obstruction);
 - (d) GPS coordinates - expressed in Lat/Long using degrees, minutes, seconds;
 - (e) Collection Vehicle identification number.
- E7.16 The Contractor shall:
- (a) submit to the Contract Administrator the event data summary report not later than 9 a.m. the following Business Day and the report shall be provided in a Microsoft Excel compatible format (CSV, TXT, XLS, XXLS). The acceptable format shall be determined by the Contract Administrator;
 - (b) ensure the web-based application has secure query able web services that will provide a method whereby the City can specify specific event information (e.g., collection and non-collection information);
 - (c) ensure that the performance of the web-based application is sufficient at all times to enable anticipated City information access, reporting and data download needs without impacting the systems operational performance;
 - (d) provide a secure web-based application to view the location and event data and provide the City access to it in real time.
- E7.17 The Contractor shall be responsible for the entire capital, operating/maintenance, upgrade and/or replacement costs (as applicable) of such system over the entire term of the Contract.
- E7.18 Over the term of the Contract, should innovations produce technology that can enhance the Collection program, the City reserves the right to install said devices on Collection Vehicles. The cost of the supply and installation of such Equipment would be borne by the City.

E8. COLLECTION - GENERAL

- E8.1 The Contractor shall, no later than 9 a.m. on each Collection Day, provide to the Contract Administrator a daily log report which indicates the reason a recycling Collection or Extra Work service could not be completed on the previous day's schedule. The daily log report shall be submitted electronically in a form and content acceptable to the Contract Administrator. Including, but not limited to:
- (i) location – address;
 - (ii) description of the reason Collection could not occur;
 - (iii) date and time - recorded in the format YYYYMMDD HHMMSS;
 - (iv) GPS coordinates - expressed in Lat/Long using degrees, minutes, seconds;
 - (v) Collection vehicle identification number;
 - (vi) photo of incident:
 - (i) to document the evidence which resulted in non-collection;
 - (ii) must be clearly visible in all weather conditions; and
 - (iii) photo resolution must be a least three (3) megapixels.
- E8.2 If the Contractor receives a notification of a Customer Service Request (through the 311 Customer Service System, or from the Contract Administrator or otherwise): (i) any time after 6 p.m. on a Collection Day concerning a missed Collection that was scheduled for that Collection Day; or (ii) at any time concerning a Collection that was scheduled for a Collection Day that was prior to the day on which the Contractor received such notification, (Missed Collection - Service Deficiency), the Contractor shall:
- (a) provide any such required Collection within 24 hours of such notification; and

- (b) report to the Contract Administrator, within 48 hours of receipt of such notice, the time and date when the Collection occurred.
- E8.3 The Contractor shall not have more than three (3) missed Collections on a Collection Day.
- E8.4 If the Contractor receives a notification of a Customer Service Request (through the 311 Customer Service System, or from the Contract Administrator or otherwise), and the Customer Service Request concerns a Service Deficiency, the Contractor shall:
 - (a) remedy the Service Deficiency concerning the Customer Service Request within 24 hours of receipt of such Customer Service Request; and
 - (b) report to the Contract Administrator, within 48 hours of receipt of such notice, the time and date when such remedy occurred.
- E8.5 If the Contractor receives a notification of a Customer Service Request (through the 311 Customer Service System, or from the Contract Administrator or otherwise), and the Customer Service Request concerns a Service Deficiency (excluding Service Deficiencies for missed Collection) and such Customer Service Request is not capable of remedy within 24 hours of receipt, the Contractor shall:
 - (a) report to the Contract Administrator, within 48 hours of receipt of such notice, the date by which the remedy for the Service Deficiency will occur; and
 - (b) remedy the Service Deficiency by the date required under (a) above as agreed upon with the Contract Administrator.
- E8.6 Without limiting the generality or application of any other term or condition of the Contract, the Contractor shall monitor the progress and performance of the Work on and for each Collection Day, and shall notify the Contract Administrator in writing immediately upon becoming aware of any factors that could cause failure in achieving 100% complete Collection for that Collection Day. The Contractor shall indicate a plan, the remedial steps the Contractor is taking or intends to take, to prevent and mitigate such failure. The Contractor shall implement any such mitigation plan without cost to the City.
- E8.7 Without limiting the generality or application of any other term or condition of the Contract, if, at any time during the course of the Work, the rate of work and/or achieved progress are, in the opinion of the Contract Administrator, less than is required to enable the Contractor to achieve 100% complete Collection for a Collection Day, the Contract Administrator may order the Contractor to submit, in the form, content and in the time required by the Contract Administrator, a mitigation plan indicating the remedial steps the Contractor will take to prevent and mitigate such failure. The Contractor shall implement any such mitigation plan without cost to the City.
- E8.8 When directed by the Contract Administrator, the Contractor shall provide Collection from all private streets, laneways and driveways, including in mobile home parks. When directed by the Contract Administrator, the Contractor shall Collect on temporary builder's access roads in new subdivisions.
- E8.9 The Contractor shall only relocate a Recycling Container or change any Collection Point upon written notice from the Contract Administrator.
- E8.10 The Contractor shall ensure all Recycling Container lids are closed following Collection.
- E8.11 The Contractor shall not obstruct any street, thoroughfare or sidewalk to any greater extent than what is necessary to carry out a Collection.
- E8.12 The Contractor shall not Collect Materials from any person or entity not entitled to Collection under this Contract. Notwithstanding E6.6, in the event of a Collection made in violation of the immediate preceding sentence, the Contractor shall be liable for and shall pay the full cost of tipping fees for such Collection Vehicle at Designated Facilities.

- E8.13 The Contractor shall take note that scavenging shall not be permitted at any time, and any single occurrence of scavenging shall be cause for the dismissal of any personnel directly or indirectly associated with scavenging.
- E8.14 The Contractor shall be liable for and shall pay all fines, charges and/or penalties levied under applicable laws.

E9. ENVIRONMENTAL CLEAN-UP

- E9.1 The Contractor shall promptly clean and remediate any spills or leaks (solid or liquid substances) that occur during the Work, including, without limitation, spills or leaks from Equipment.
- E9.2 The Contractor is responsible for the immediate clean-up and reporting of any spillage or leakage of material from any Equipment (including any Collection Vehicle) or container, including but not limited to, any spillage or leakage which occurs during the transporting of materials as per:
- (a) Part 10 of the Sewer By-law 106/2018 -
<https://clkapps.winnipeg.ca/DMIS/docext/ViewDoc.asp?DocumentTypeId=1&DocId=7460&DocType=C>
 - (b) The Environmental Accident Reporting Regulation 439/87 -
https://www.gov.mb.ca/conservation/envprograms/pdf/env_accident_reporting_reg.pdf
- E9.2.1 Further to E9.2, the material must be cleaned up, picked up, moved or otherwise remediated within three (3) hours of becoming aware of the spillage or a request from the Contract Administrator, whichever is sooner.
- E9.3 If, in the opinion of the Contract Administrator, the Contractor does not comply with E9.2 and E9.2.1 in a timely manner, the City may clean up, pick up, move or otherwise remediate such material, and all such amounts, costs and expenses incurred and/or paid by the City as certified by the Director of the Water and Waste Department of the City of Winnipeg or designate (whose certificate in that respect shall be final and binding upon the parties), shall be paid by the Contractor to the City on demand by the City, or may be deducted from any payment owing from the City to the Contractor.
- E9.4 Spills, leakages, hazardous wastes and materials, including without limitation, residual materials and liquids arising or resulting from Equipment cleaning, shall be disposed of by the Contractor in accordance with applicable laws.
- E9.5 In the case of a fire occurring in a Collection Vehicle and where the Contractor is forced to dump the load at a location other than a Designated Facilities, the Contractor shall be responsible for, and shall, clean up the spillage, as soon as it is safe to do so.
- E9.6 The Contractor is not required to collect, remove or transport any hazardous materials, as defined in the Solid Waste by-law, that are placed out for Collection by a customer. Any inadvertent Collection of hazardous material shall be the sole responsibility of the Contractor.
- ## **E10. TEMPORARY OBSTRUCTIONS, IMPASSABLE ROADWAYS AND UNCONTROLLABLE CIRCUMSTANCES**
- E10.1 The Contractor shall not have exclusive occupancy of the Site. The Contractor shall co-operate with other persons, entities or contractors where necessary in order to perform the Work, including Collection.
- E10.2 The Contractor acknowledges and agrees that C15.1 and C15.2 do not apply to this Contract or to the Work.
- E10.3 As used in the Contract, "Temporary Obstruction" means a short term-obstruction of access to a Collection Point(s) for reasons attributable to:

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

- E10.4 As used in the Contract “Impassable Roadway” means a discrete part of a roadway that is temporarily impassable due to an act of God (such as a flood, an exceptionally heavy snowfall, extreme weather event, collapsed pavement or a tornado) or any other cause which, in the Contract Administrator’s sole discretion, makes a discrete part of a roadway temporarily impassable. The Contract Administrator’s decision and declaration regarding the existence or not, or the continued existence or not, of an Impassable Roadway, is final.
- E10.5 In the event that the Contractor encounters a Temporary Obstruction, the Contractor shall return at the end of the same Collection Day to the location where the Temporary Obstruction was encountered and shall engage Collection until complete. If the Temporary Obstruction remains, the Contractor shall notify the Contract Administrator, and the Contractor shall return and engage affected Collection at the beginning of the next Collection Day. If on such next Collection Day the Temporary Obstruction still exists, the Contractor shall immediately notify the Contract Administrator to obtain the further direction of the Contract Administrator.
- E10.6 In the event that the Contract Administrator declares the existence of an Impassable Roadway, in the sole discretion of the Contract Administrator either:
- (a) the Contractor and Contract Administrator may mutually agree on a temporary Collection Point where the Recyclable Material can be Collected by the Contractor and a method for the Collection of affected Recyclable Material from the Impassable Roadway, and the Contractor shall Collect such Recyclable Material in accordance with any such agreement. The Contractor shall be paid only for such Extra Work in accordance with Form B: Prices; provided further that the Extra Work shall be that work which is required by the Contractor to move Recyclable Material from the original Collection Point to the agreed temporary Collection Point; or
 - (b) Collection from affected Collection Points for impacted customers may, in the sole discretion of the Contract Administrator, be suspended on notice from the Contract Administrator to the Contractor; and
 - (c) the Contractor shall resume Collection, in accordance with the Contract, as soon as possible after receipt of a notice from the Contract Administrator that declares the end of the existence of the Impassable Roadway.
- E10.7 The Contractor shall take note that, even with the existence of an Impassable Roadway declared by the Contract Administrator, the Contractor shall be required to, and shall, perform the Work and shall Collect from any and all roadways that are capable to be serviced by Collection.
- E10.8 In the event of a suspension made under E10.6(b):
- (a) if notice under E10.6(c) is given to the Contractor prior to the end of an applicable Collection cycle, the Contractor shall, in respect of Collections that were previously suspended, be paid for the Work that is, post suspension, fully Collected and performed;
 - (b) if notice under E10.6(c) is given to the Contractor after the end of an applicable Collection cycle, the Contractor shall not, in respect of Collections that were/are suspended, be paid for Collections and Work not performed; and
 - (c) apart from any payment that may be required under E10.6(a), no compensation or payments shall be required or made by reason of the suspension, and the City shall not be liable to the Contractor for any fees, lost or reduced revenues or for any other monies as a result of the suspension.
- E10.9 In this Contract, “Uncontrollable Circumstance” means all unforeseeable events beyond the control of the Contractor that affect the performance of the Contract by the Contractor, including, but not limited to, acts of God; acts or decrees of government or other public

authority; acts of public enemies; wars; insurrections; earthquakes; fires; floods; riots; rebellion; sabotage; or any other event or cause not within the control of the Contractor. Temporary Obstructions, Impassable Roadways, lack of finances, increased costs of performance of the Work, strikes, lockouts and other concerted acts by workers, and labour shortages, shall be deemed not to be an Uncontrollable Circumstance.

- E10.10 In the event that the Contractor is prevented or rendered unable by reason of Uncontrollable Circumstances to carry out any of its obligations under this Contract, then such obligations shall be suspended during the continuation of any inability so caused by the Uncontrollable Circumstance, but for no longer period. If the Contractor intends to rely upon Uncontrollable Circumstances to suspend obligations as provided for herein, then the Contractor shall notify the Contract Administrator in writing forthwith, describing in reasonable detail, the Uncontrollable Circumstances. The Contractor shall have the duty and obligation to use reasonable efforts to reduce the impact or eliminate such Uncontrollable Circumstances. In the case of a failure by the Contractor to perform the Work due to an Uncontrollable Circumstance, the City shall be entitled to arrange for the performance of the Work by others during any period of time that the Contractor is rendered unable to perform the Contract, or portions thereof, as a result of Uncontrollable Circumstances. The City shall not be liable to the Contractor for any fees, lost or reduced revenues or for any other monies as a result of Uncontrollable Circumstances, and the Contractor shall not make any claim with respect thereto.
- E10.11 The occurrence of an Uncontrollable Circumstance shall not excuse or delay the performance of any of the Contractor's obligations not affected by the occurrence of the Uncontrollable Circumstance.

E11. UNSATISFACTORY PERFORMANCE

- E11.1 Further to C17, if at any time the Contract Administrator determines that the Work is not being, or will likely not be, performed satisfactorily, the Contract Administrator may order the Contractor to submit, in the form, content, and in the time required, by the Contract Administrator, its mitigation plan indicating the remedial steps (including, without limitation, additional labour and Equipment (including Collection Vehicles) to be engaged and deployed) that the Contractor will take to prevent and mitigate such failure. The Contractor shall implement any such mitigation plan without cost to the City.
- E11.2 If:
- (a) the Contractor fails to deliver the plan as required in E11.1;
 - (b) the Contractor fails to implement such mitigation plan;
 - (c) the Contract Administrator is of the opinion that despite such mitigation plan, that the Work will not be, or will likely not be, performed satisfactorily; or
 - (d) such mitigation plan is implemented by the Contractor and, despite implementation, the Contract Administrator determines that the Work is not being, or will likely not be, performed satisfactorily.
- E11.2.1 The City shall be entitled, following written notice to the Contractor from the Contract Administrator, to arrange for the performance of Work by others within such geographic area(s) within the City as determined by the Contract Administrator and the City may pay to such other contractors such prices as the City may think proper to perform such Work. All such amounts paid by the City to other contractors, as certified by the Director of the Water and Waste Department of the City of Winnipeg or designate (whose certificate in that respect shall be final and binding upon the parties), shall be paid by the Contractor to the City on demand by the City, or may be deducted from any payment owing from the City to the Contractor.
- E11.3 The City has the right, following notice given in accordance with E11.2, on written notice from the Contract Administrator to the Contractor to suspend Work within a specified geographic area(s) or on a specified street(s), lane(s), right of way(s) and/or service road(s) in the City. The Contractor shall comply with such notice and shall suspend such specified Work as directed

(including in compliance with any direction made with respect to the time and date of commencement of suspension of Work) in the notice. The Contractor shall, upon receipt of any further notice(s) from the Contract Administrator, resume performance of Work in such geographic area(s) or on such specified street(s), lane(s), right of way(s) and/or service road(s) as directed (including in compliance with any direction with respect to the time and date of resumption of Work) in the notice.

E11.4 In the event of a suspension made under E11.3, no compensation or payments shall be required or made by reason of the suspension, and the City shall not be liable to the Contractor for any fees, lost or reduced revenues or for any other monies as a result of the suspension.

E11.5 Nothing in E11, including, without limitation, arranging for and having the Work performed by others under E11.2 or suspension under E11.3, shall relieve the Contractor of any obligation under the Contract, including its obligation for the complete and proper performance of the Work.

E12. SERVICE STANDARDS

E12.1 The City of Winnipeg utilizes the City's 311 Call Centre and MyUtility as a communication interface between the City and its customers.

E12.2 Under this Contract the City's 311 Call Centre, MyUtility, the Contract Administrator, and other authorized City departments, receive information and generate service requests. Service requests concern Customer Service Requests/complaints involving the Work (each a "Customer Service Request"). Customer Service Requests are categorized into four (4) main categories:

- (a) Missed Collection - Service Deficiency;
- (b) Damage or Theft – Service Deficiency;
- (c) Operator Standards – Service Deficiency;
- (d) Miscellaneous.

E12.3 In respect of E12.2(a), E12.2(b) and E12.2(c), Customer Service Requests that are categorized as "Missed Collection - Service Deficiency", "Damage or Theft- Service Deficiency", and "Operator Standards - Service Deficiency" include defective Work, improperly performed Work, Work that has not been performed and was/is required to be performed, any other default, contravention, or violation of the Contract, including without limitation, acts and omissions and negligence of the Contractor (each a "Service Deficiency"). Service Deficiencies are typically, but not limited to, instances of:

- (a) missed Collection;
- (b) spillage;
- (c) dangerous driving;
- (d) profanity;
- (e) behaviour unbecoming of an agent of the City;
- (f) damage to private or public property;
- (g) excess noise;
- (h) Collection performed outside of Collection hours (7a.m. to 6 p.m.) without prior consent from the Contract Administrator.

E12.4 Further to E12.2 and E12.3, Customer Service Requests received by the City's 311 Call Centre and MyUtility will be electronically delivered to the Contractor via the 311 Customer Service System. The Contractor shall be required to electronically enter investigation notes to close off or reallocate the Customer Service Request in a manner acceptable to the Contract Administrator. The Contract Administrator shall provide the Contractor with a copy of Customer Service Requests, excluding those classified as Miscellaneous under E12.2(d).

E12.5 The Contractor acknowledges and agrees that any Customer Service Request generated by the City's 311 Call Centre, MyUtility, the Contract Administrator, or by other authorized City departments, shall be prima facie evidence of Contractor liability for liquidated damages under the Contract.

E13. RECYCLABLE MATERIAL

E13.1 Recyclable Material under the Contract includes:

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

E13.2 The City has the right, from time to time, to add or delete to the list of Recyclable Material, in E13.1, that are eligible to qualify as Recyclable Material.

E13.3 The Contractor is responsible to ensure that Collection is not provided to Recycling Containers containing obvious/visible Contamination. The Contractor shall inform the Contract Administrator of all instances of Contamination or suspected cases of unauthorized use of Recycling Containers.

E14. MATERIAL AUDITS

E14.1 When required and as directed by the Contract Administrator, the Contractor shall assist the City with performing recycling audits. Assistance shall be the Collection of Recyclable Material from separate individual bins or select groups of bins located at designated Multi-Unit Dwellings, Commercial Properties or other establishments and the delivery of those Recyclable Materials to a location for auditing purposes as directed by the City or designate. Payment for said works shall be incidental to the Contract.

E14.2 When required and as directed by the Contract Administrator, the Contractor shall assist the City with performing pilot studies. Assistance shall be the Collection of Recyclable Material from designated Premises during the period of the study and the delivery of those Recyclable Materials to a location for auditing purposes as directed by the City or designate. Payment for said works shall be negotiated in advance of any pilot studies.

E15. INSPECTION

E15.1 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 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.

E16. DESIGNATED FACILITIES

- E16.1 The Contractor shall deliver Recyclable Material to the Designated Facility(ies).
- E16.2 The Designated Facility for Recyclable Material shall be the Material Recovery Facility (MRF) located at 335 Mazenod Rd as of the start of this Contract.
- E16.3 The Contractor is responsible for verification of the hours of operation of Designated Facility.
- E16.4 The Contractor may make a request to the Contract Administrator to extend the hours of operation of the Designated Facility. If the request is granted, the Contractor shall be charged a fee to extend the hours as required. The fee to extend is determined by the Contract Administrator.
- E16.5 At the Designated Facility, the Contractor shall follow any instructions given by City personnel or its agents, including without limitation with respect to the location(s) of tipping areas to be used.
- E16.6 The Contractor shall comply with all rules and regulations, as same may be amended from time to time, for the Designated Facility, including without limitation, speed limits, operational regulations, and safety policies and procedures.
- E16.7 Except as otherwise provided in the Contract, the Contractor is not responsible for payment of tipping fees at the Designated Facility.

E17. DEALING WITH IMPROPERLY STORED OR PLACED RECYCLING CONTAINERS

- E17.1 Should the Contractor find that the Recycling Container is not placed in accordance with the Solid Waste By-law and its applicable amendments, the Contractor shall attempt to collect the Recycling Container and then notify the Contract Administrator accordingly, within twenty-four (24) hours of the By-law infraction. Alternatively, if the infraction is such as to make the Collection unreasonable, the Contractor may leave the Collection and notify the Contract Administrator as soon as possible within that Working Day. The Contract Administrator may request the Contractor or supervisor to meet, at a time stipulated by the Contract Administrator, at the location of the Collection where the By-law infraction exists to explain the alleged infraction. If there is an infraction of the By-law, then the Contract Administrator will take immediate steps to have the By-law provisions enforced and will subsequently notify the Contractor to resume Collection. Where a bona fide By-law violation was confirmed as sufficient to render the Collection unreasonable, the missed Collection provisions of E12.3 will not be applied. The determination of the Contract Administrator in this regard will be final and binding. Other examples of infractions include automobiles parked near the Recycling Container(s) so as to prevent safe access, construction activities in the immediate area of the Recycling Container(s), etc.
- E17.2 Where excess material, ozone depleting substances (fridges, freezer, etc.) or bulky wastes are placed outside of the container so as to render dumping impractical or dangerous, the Contractor can immediately notify the Contract Administrator and defer such Collection. If there is an infraction of the By-law, then the Contract Administrator will take immediate steps to have the By-law provisions enforced, and will subsequently notify the Contractor to resume recycling Collection provided however, that the Contract Administrator must be immediately notified of such Collection deferral decision by the Contractor. Failure to notify may result in the deferral being judged as a missed Collection under E12.3.
- E17.3 Only during the immediate post-Christmas Collection and post New Year's Collection where excess Recyclable Material is piled outside of the Recycling Containers so as to render container dumping difficult, the Contractor shall not leave the Recycling Container uncollected but shall carry out whatever supplementary measures are necessary for Collection (including hand removal of interfering Contaminated Material). The Contract Administrator shall be the sole authority over the degree of reasonableness applicable to each potential missed Collection determination under E12.3.

E17.4 When approved by the Contract Administrator, the Contractor shall allow for reloading of the Recycling Container at the time of Collection. Once the Recycling Container is reloaded the Contractor shall provide Collection. The cost of collecting reloads shall be covered under size of container as specified in Form B unit prices.

E18. PROPERTY DAMAGE

E18.1 The Contractor shall use due care in the performance of its obligations to ensure that no person is injured or killed, no property (real or personal) is damaged or lost, and no rights are infringed.

E18.2 The Contractor shall be liable for all damage or loss caused to any property (real or personal).

E18.3 Further to E8.5, where a Customer Service Request concerns a Service Deficiency involving damaged, destroyed or lost property, the Contractor shall:

- (a) not later than 24 hours from the time that the Contractor was aware, or was made aware, of damage to property, the Contractor shall inspect the property; and
- (b) not later than 48 hours from the time that the Contractor was aware, or was made aware, of damage to property, the Contractor shall report to the Contract Administrator the remedial action to be taken to repair or replace such property.

E18.4 Without limiting or otherwise affecting any other term or condition to the Contract, in the event of any damage whatsoever or howsoever caused, to any property (real or personal) by the Contractor or those for whom it is responsible, the Contractor is and shall be fully liable and responsible for 100% of repairs and associated costs to repair or replace such damaged property to a condition that is equal to, or better than original condition and acceptable to the satisfaction of the Director of the Water and Waste Department of the City of Winnipeg or designate. If such damaged or destroyed property is not repaired or replaced in the required manner within a required time set by the City, the City may repair or replace such damaged or destroyed property or employ and engage other contractors to repair or replace such damaged or destroyed property at such prices as the City may think proper to perform, and all such amounts incurred by and/or paid the City, as certified by the Director of the Water and Waste Department of the City of Winnipeg or designate (whose certificate in that respect shall be final and binding upon the parties), shall be paid by the Contractor to the City on demand by the City, or may be deducted from any payment owing from the City to the Contractor.

E19. RECYCLING CONTAINER DAMAGE

E19.1 The Contractor shall not damage, misuse, destroy or permanently remove Recycling Containers.

E19.2 The Contractor shall be liable for any and all damage or loss caused to any Recycling Container during Collection.

E19.3 The Contractor shall give notice to the Contract Administrator of any Recycling Containers that are damaged or destroyed during the Work.

E19.4 Further to E8.5, where a Customer Service Request concerns a Service Deficiency involving a damaged or destroyed Recycling Container, or where the Contractor is otherwise aware of a damaged or destroyed Recycling Container, the Contractor shall:

- (a) not later than 24 hours from the time that the Contractor was aware, or was made aware, of damage to a Recycling Container, the Contractor shall inspect and advise the Contract Administrator of any necessary repairs to the Recycling Container;

E19.5 If the Contractor is of the opinion that a Recycling Container cannot be repaired, the Contractor shall give notice of same to the Contract Administrator.

E19.6 The Contract Administrator shall have sole and final decision-making authority to determine if a Recycling Container is, or is not, capable of repair.

E20. ACCIDENT REPORTING

- E20.1 The Contractor shall report to the Contract Administrator the occurrence, nature and apparent severity of all injuries suffered by personnel engaged in the Work.
- E20.2 In respect of all accidents involving collision, property damage, personal injury of a driver/operator of a motor vehicle (including Collection Vehicles), or member of the public, the Contractor shall, at the first opportunity, verbally report the same to the Contract Administrator immediately following contact with Police, Fire and Ambulance. The Contract Administrator will determine whether a City Representative(s) will attend the accident site. The Contractor shall provide a copy of its accident report to the Contract Administrator by no later than 9:00 a.m. the Calendar Day after the accident, including any required follow-up documentation.

E21. CONTRACTOR COMMUNICATION AND REPORTING

- E21.1 The Contractor shall follow all communication and reporting procedures and protocols required under the Contract and those established, from time to time, by the Contract Administrator.
- E21.2 The Contractor shall provide all information and reports required under the Contract. The Contractor shall also provide the Contract Administrator, forthwith on request, any and all information requested concerning the day to day performance of the Work, including but not limited to, a list of all Equipment being utilized under the Contract, Collection routes, identification numbers of Collection Vehicles, personnel names, and any other information deemed necessary by the Contract Administrator.
- E21.2.1 Further to E21.2 and in addition to other requirements under the Contract, other daily lines of communication, including verbal communications, will occur between the Contract Administrator and the Contractor, the Contract Manager, the Route Supervisor, the City 311 Call Centre and other authorized City Departments, via telephone, email, cell phone, fax or the 311 Customer Service System.
- E21.3 Contractor shall utilize any electronic communication system provided by the City to the Contractor for use under the Contract. Such electronic communications system will be used only for purposes approved by the City.
- E21.4 For the purposes of this Contract, including for providing Customer Service Requests and for various communications and notices under the Contract, the City will provide software application training to the Contractor's office clerical personnel on the 311 Customer Service System. The Contractor shall be responsible for the supply and furnishing of consumables required by the 311 Customer Service System.

E22. CONTRACTOR PERSONNEL AND FIELD OFFICE

- E22.1 Further to C6.19, the Contractor shall always employ qualified and sufficient supervisory personnel to oversee the performance of the Work and to ensure the Work is performed safely and in accordance with the Contract.
- E22.2 The Contractor shall provide coverage of all personnel who require replacement due to vacations, illness, or other temporary absence. The Contractor shall immediately notify the Contract Administrator of all changes of key personnel.
- E22.3 The Contractor shall ensure that all personnel, while on duty, wear neat, good condition, clean work uniforms. Uniforms shall be labelled in such a manner as to identify the employee as the Contractor's employee i.e. Contractor's name and logo.
- E22.4 The Contractor's Contract Manager and each Supervisor shall be equipped with a smart phone capable of email and voice mail.
- E22.5 The Contractor shall provide and maintain an office, furnished and equipped with such facilities, equipment and materials, that are necessary to meet and fulfil the requirements of the Contract, including, without limitation, computer hardware and terminals, internet and telephone

communications and Internet access. The Contractor's office shall be open during operating hours on all Collection Days and shall be staffed by experienced persons.

- E22.6 The Contractor shall ensure that all drivers/operators of motor vehicles (including, without limitation, Collection Vehicles) engaged in the Work possess appropriate Provincial driver's licensing. The Contractor shall ensure all persons employed on this Contract have the necessary licencing and training. The Contractor shall supply confirmation upon request from the City.
- E22.7 The Contractor shall ensure that all personnel engaged on this Contract appear and conduct themselves in a manner which does not reflect adversely upon the City.
- E22.8 Personnel engaged in the Work shall refrain from and shall not engage in any horseplay and misconduct, including, but not limited to:
- (a) dangerous driving;
 - (b) profanity;
 - (c) excess noise.

E23. PERSONNEL TRAINING

- E23.1 All personnel engaged in the Work shall be appropriately qualified, trained, skilled and experienced in their respective professions, trades or occupations. All personnel engaged in the Work shall be legally entitled to work in Canada.
- E23.2 The Contractor shall provide proper, adequate, and continuous job training for all personnel engaged in the Work to ensure the Work is performed and completed in a safe and proper manner.
- E23.3 The Contractor shall ensure that personnel engaged in Collection, and in the handling of Recyclable Material, are fully trained in the Collection and handling of Recyclable Material including, but not limited to, the following:
- (a) scope of the Work;
 - (b) applicable standard operating procedures for the Work;
 - (c) acceptable or unacceptable Recyclable Material under the Contract;
 - (d) the City's current Solid Waste By-Law;
 - (e) services standards as described in E21;
 - (f) safety policies and procedures plus those of the Designated Facilities.
- E23.4 The Contractor shall create and maintain complete and accurate records of and concerning the requirements of E23. The Contractor shall allow the City timely and complete access to the Contractor's records and documentation, to allow the City to confirm the Contractor's ongoing compliance with E23. The Contractor shall, at the City's request, provide copies of documentation related to safety, including without limitation:
- (a) copies of resumes, certification papers, training programs (including content), training records, and like documentation for all personnel engaged in the Work;
 - (b) proof of motor vehicle licensing;
 - (c) specifications and permits for all Equipment to be used in the Work; and
 - (d) all other permits and licences obtained by the Contractor for the Work.
- E23.5 The Contractor may recruit and train staff, but in no way shall the actions of the Contractor cause any disruption of service in respect of any other City contract concerning Collection of Recyclable Material.

E24. DISMISSAL OF PERSONNEL

- E24.1 In addition to C5, the City may require the suspension, discharge, or other disciplinary action of any personnel engaged in the performance of the Work, for any reasonable cause, including but not limited to:
- (a) found in possession of or under the influence of alcohol and/or mind-altering drugs;
 - (b) criminal actions;
 - (c) use of foul, profane, vulgar or obscene language or gestures, or other publicly offensive behaviour;
 - (d) solicitation of gratuities or tips from the public for services performed under this Contract;
 - (e) refusal to collect and/or handle collectibles placed out for pick-up in accordance with this Contract;
 - (f) wanton or malicious damage or destruction of containers and/or receptacles;
 - (g) wanton or malicious scattering or spilling of Material;
 - (h) scavenging of Material;
 - (i) unauthorized Collection /combining of Materials;
 - (j) unsatisfactory performance of responsibilities;
 - (k) unprofessional or unbusiness-like conduct;
 - (l) conduct that is inconsistent with the requirements of the Contract;
 - (m) misconduct or lack of care;
 - (n) incompetence or negligence;
 - (o) failure to conform with any provisions of the Contract; or
 - (p) conduct which is prejudicial to safety, health, or the protection of the environment.
- E24.2 The Contractor shall forthwith comply with any direction given by the City or the Contract Administrator under E24.1 and if appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person, in accordance with the Contract.

E25. LIQUIDATED DAMAGES SUMMARY

- E25.1 If the Contractor fails to provide the number of Collection Vehicles specified and required in the Contract (including the number of Collection Vehicles proposed in the Contractor's Bid) on February 1, 2027 in accordance with E6.1.1., the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 1.
- E25.2 If the Contractor fails to provide and utilize the number of Collection Vehicles as specified in the Contract in accordance with E6.1, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 2.
- E25.3 If the Contractor fails to provide Collection Vehicles that are new and with the applicable model number year and manufacturing year required in the Contract in accordance with E6.4 and E6.5, the Contractor shall be liable for and shall pay liquidated damages calculated in accordance with Table 1 Reference 3.
- E25.4 If the Contractor fails to provide a GPS/AVL tracking system (including equipping Collection Vehicles as required in the Contract) and if the GPS/AVL tracking system is not available on January 2, 2027 in accordance with E7.9(a), the Contractor shall be liable for and shall pay liquidated damages calculated in accordance with Table 1 Reference 4.
- E25.5 If the Contractor removes a GPS/AVL system, de-activates a GPS/AVL system, or fails to have an operating GPS/AVL system, in a Collection Vehicle in accordance with E7.10, the Contractor shall be liable for and shall pay liquidated damages calculated in accordance with Table 1 Reference 5.

- E25.6 If the Contractor performs Collection before 7:00 a.m. or after 6:00 p.m. in contravention of the Contract and E3.3, unless otherwise agreed upon with Contract Administrator, the Contractor shall be liable for and shall pay liquidated damages calculated in accordance with Table 1 Reference 6.
- E25.7 If the Contractor causes damage to any property (real or personal) in accordance with E18, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 7.
- E25.8 If a Customer Service Request concerns a Service Deficiency, and the Contractor fails to remedy the Service Deficiency with 24 hours of notification to the Contractor of such Service Deficiency in accordance with E8.4(a), E12.3 and E18.3, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 8.
- E25.9 If the Contractor fails to notify the City within 48 hours of receipt of any Customer Service Request, the time, date, and service provided or remedy of the Service Deficiency in accordance with E8.4(b), E8.5(b), E12.3, and E18.3, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1, Reference 9.
- E25.10 If a Customer Service Request (and for each such respective Customer Service Request) concerns a Service Deficiency (excluding Service Deficiencies for missed Collection) in accordance with E12.3 and E18, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 10.
- E25.11 If a Customer Service Request concerns a Service Deficiency (excluding Service Deficiencies for missed Collection) and such Customer Service Request is not capable of remedy within 48 hours of receipt of such Customer Service Request, if:
- (a) the Contractor has not reported to the Contract Administrator within 48 hours of the date by which the remedy will occur; or
 - (b) the Customer Service Request has not been remedied by the date required under (a) above, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 11 and E18.3.
- E25.12 If the Contractor fails to clean and remediate any spills or leaks that occur during the Work and/or during Collection (solid or liquid substances), including without limitation liquid substances from Equipment in contravention of the Contract and E9, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 12.
- E25.13 If the Contractor fails to comply with any applicable rule, regulation or policy for Designated Facilities in accordance with E16.6, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 13.
- E25.14 If the Contractor fails to comply with any instructions at the Designated Facilities, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 14 and E16.5.
- E25.15 If the Contractor compacts Recyclable Material to a density greater than 350kg/m³ (weight/volume of vehicle) in accordance with E6.11, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 15.
- E25.16 If the Contractor has four (4) or more missed Collections on a Collection Day in accordance with E8.3, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 16.
- E25.17 If the Contractor fails to provide the required information as requested by Contract Administrator required in the Contract, the Contractor shall be liable for and shall pay liquidated damages calculated in accordance with Table 1 Reference 17.

E25.18 If the Contractor fails to prevent any materials from spilling, leaking or by any other means of escaping the Collection Vehicle due to improper maintenance or other equipment related issue in accordance with E6.16, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 18.

E25.19 The enforcement of the following liquidated damages will not be applied until March 1, 2027:

- (a) E25.8, Table 1 Reference 8;
- (b) E25.9, Table 1 Reference 9;
- (c) E25.11, Table 1 Reference 11;
- (d) E25.12, Table 1 Reference 12; and
- (e) E25.16, Table 1 Reference 16

TABLE 1

Reference Number	Description	Liquidated Damages
1	Failure to provide required Collection Vehicles beginning February 1, 2027.	\$100 for each Collection Vehicle that is not provided, per day, for each day after February 1, 2027.
2	Failure to provide and utilize the required number of Collection Vehicles as specified and/or required to complete scope of Work in the Contract.	\$500 for each Collection Vehicle that is not utilized, per day, for each day that the Collection Vehicle is not utilized.
3	Failure to provide Collection Vehicles that are new and of the required model year and year of manufacture.	\$500 for each Collection Vehicle that is not provided, per day, for each day after February 1, 2027.
4	Failure to provide a GPS/AVL tracking system (including equipping Collection Vehicles as required in the Contract).	\$100 for each Collection Vehicle per day for each day until supplied
5	Removal, de-activation, or failure to have an operating GPS/AVL system.	\$100 for each Collection Vehicle per day for each day until remedied
6	Collection performed before 7:00 a.m. or after 6:00 p.m. in contravention of the Contract.	\$100 for each Collection Vehicle per day
7	Damage to any property (real or personal).	\$100 per occurrence
8	For a Customer Service Request concerning a Service Deficiency that is not remedied within 24 hours of receipt.	\$100 per occurrence
9	Failure to notify the City within 48 hours of receipt, the time and date when the service/remedy occurred.	\$100 per occurrence
10	For a Customer Service Request concerning a Service Deficiency (excluding Service Deficiencies for missed Collection).	\$100 per occurrence
11	Failure to notify the City within 48 hours of receipt, the time and date when the service/ remedy will occur; or the Customer Service Request has not been remedied by the date required.	\$100 per occurrence

12	Failure to clean and remediate any spills or leaks that occur during the Work and/or during Collection (solid or liquid substances), including without limitation liquid substances from Equipment.	\$100 per occurrence
13	Failure to comply with any applicable rule, regulation or policy for Designated Facilities.	\$100 per occurrence
14	Failure to comply with instructions at the Designated Facilities.	\$100 per occurrence
15	Compaction of Recyclable Material to a materials density greater than 350kg/m ³ (weight/volume of vehicle).	\$300 per occurrence
16	Four (4) or more missed Collections per Collection Day.	\$100 per occurrence
17	Failure to provide required information as requested by Contract Administrator.	\$100 for each day until supplied
18	Failure to prevent any materials from spilling, leaking or by any other means of escaping the Collection Vehicle due to improper maintenance or other equipment related issue.	\$100 for each day until remedied

E25.20 The amounts specified for liquidated damages in Table 1 are based on a genuine pre-estimate of the City's damages in the event that the Contractor does not perform the Work in satisfaction of the City's requirements for same.

E25.21 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at their place of residence; or
 - (b) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account:
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity> ; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
 - (d) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- F1.2 The original Police Information Check (Form P–612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Police Information Check (Form P–612) to the Contract Administrator.
- F1.3 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Bidder/Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.4 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.5 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.6 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work.