



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 302-2016**

**INTEGRATED SOLID WASTE COLLECTION IN THE CITY OF WINNIPEG**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 INTEGRATED SOLID WASTE COLLECTION IN THE CITY OF WINNIPEG

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 pm Winnipeg time, June 28, 2016.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. SITE INVESTIGATION**

B3.1 Further to C3.1, the Proponent may view the Site without making an appointment.

B3.2 The Proponent is responsible for determining:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the nature of the surface and subsurface conditions at the Site;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Equipment needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect his/her Proposal or the performance of the Work.

### **B4. PROPONENTS' CONFERENCE**

B4.1 The Contract Administrator will hold a Proponents' conference at 1120 Waverley Street location, at Winnipeg, at 1 PM start time on June 7, 2016.

B4.2 The Proponent is advised that at the Proponents' conference the Request for Proposal will be reviewed and Proponents may submit question which will be answered by an addendum.

B4.3 If the Proponent is unable to attend the conference in person, they may request a dial-in via phone, subject to the approval of the Contract Administrator.

B4.4 The Proponent shall not be entitled to rely on any information or interpretation received at the Proponents' conference unless that information or interpretation is provided by the Contract Administrator in writing.

### **B5. ENQUIRIES**

B5.1 All enquiries shall be directed to the Contract Administrator identified in D6.1

B5.2 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.

- B5.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.
- B5.4 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 under an addendum.
- B5.5 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.
- B5.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B5 unless that response or interpretation is provided by the Contract Administrator in writing.

## **B6. CONFIDENTIALITY**

- B6.1 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.
- B6.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the RFP to the media or any member of the public without the prior written authorization of the Contract Administrator.

## **B7. NO LOBBYING**

- B7.1 Proponents are prohibited from engaging in any form of political or other lobbying, of any kind whatsoever in relation to this Request for Proposal, or to influence the outcome of the Request for Proposal process.
- B7.2 Without limiting the generality of B7.1 Proponents shall not contact or attempt to contact anyone other than the Contract Administrator, either directly or indirectly, at any time during the RFP process on matters related to the RFP process, the Request for Proposal documents, or the Proposals.

## **B8. ADDENDA**

- B8.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda.
- B8.2 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.
- B8.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B8.2.2 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B8.3 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

## **B9. SUBSTITUTES**

- B9.1 The Work is based on the Equipment, Materials and methods specified in the Request for Proposal.
- B9.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B9.3 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.
- B9.4 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 Equipment, Material or method as either an approved equal or option;
  - (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 Substantial Performance and Total Performance;
  - (e) certify that, in the case of a request for approval as an approved option, 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 Substantial Performance and Total Performance.
- B9.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved option”, or may refuse to grant approval of the substitute.
- B9.6 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.
- B9.6.1 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 he/she wishes to inform.
- B9.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B9.8 If the Contract Administrator approves a substitute as an “approved option”, any Proponent bidding that approved option may base his/her Total Bid Price upon the specified item but may also indicate an option price based upon the approved option. Such options will be evaluated in accordance with B24.
- B9.9 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 option will be considered.

## **B10. PROPOSAL SUBMISSION**

- B10.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
  - (b) Form B: Prices.

- B10.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subcontractors (Section C) in accordance with B13;
  - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B14;
  - (c) Project Understanding and Methodology (Section E) in accordance with B15; and
  - (d) Project Schedule (Section F) in accordance with B16.
- B10.3 Further to B10.1 all components 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.
- B10.4 Further to B10.2, all components 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, to constitute a responsive Proposal.
- B10.5 Proponents should submit one (1) **unbound** 8.5" x 11" original (marked "original") including drawings and six (6) copies (copies can be in any size format) for sections identified in B10.1 and B10.2.
- B10.6 Proposal format, including type of binding, 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 team.
- B10.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal will be evaluated in accordance with B24.1(a).
- B10.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the Request For Proposal number and the Proponent's name and address.
- B10.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B10.10 Proposals shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B10.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

## **B11. PROPOSAL**

- B11.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B11.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her 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 his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

- B11.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B11.2.
- B11.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B11.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her 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 and the corporate seal, if the corporation has one, should be affixed;
  - (d) if the Proponent is carrying on business under a name other than his/her 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.
- B11.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B11.5 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.

## **B12. PRICES**

- B12.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B12.1.1 Notwithstanding C11.1.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B12.2 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.
- B12.3 The quantities for which payment will be made to the Contractor are established, and determined, in accordance with the Contract.
- B12.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B13. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)**

- B13.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent in providing collection services, management of the project and contract administration services on a minimum two contracts of similar complexity, scope and value.
- B13.2 For each project listed in B13.1(a), the Proponent should submit:
- (a) description of the project;
  - (b) original implementation schedule versus actual achieved implementation schedule;
  - (c) Contractor customer service performance in accordance to past contracts;
    - (i) number of reported missed collections per ten thousands of homes serviced.
    - (ii) number of reported damaged carts serviced.
    - (iii) number of reported occurrence of property damage per year.

- (d) number of average hours of unscheduled/reported equipment down time per year.
- (e) project owner; reference information (two current names with telephone numbers per project).

B13.2.1 List of all current contracts with start dates within the last three years.

B13.2.2 Where applicable, information should be separated into Proponent project listings.

B13.3 The Proposal should include information regarding the Proponents health and safety experience and rating, including accident frequency and severity statistics, provincial and federal health and safety violations, safety records including but not limited to, staff, equipment in regards to compliance in relation to contracts.

B13.4 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent.

**B14. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)**

B14.1 Describe your approach to overall team formation and coordination of team members.

B14.2 An organizational chart for the Project including but not limited to:

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

B14.3 Submit the experience and qualifications of known Key Personnel identified in B14.2(a) and B14.2(b) assigned to a contract for projects of similar complexity, scope and value, including the principals-in-charge, the Contractors Contract Manager, managers of the key disciplines. Include educational background and degrees, professional recognition, job title, years of experience in current position, and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B14.2.

B14.4 For each person identified in B14.2(c), (d) and (f) (including spare Operators) and (g) provide the respective number of such persons proposed to be employed in the Work.

B14.5 For each person identified in B14.2(a) and (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 B13, 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;
- (d) Reference information (two current names with telephone numbers per project).

## **B15. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)**

- B15.1 Describe your firm's project management approach and team organization during the performance of Work, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.
- B15.2 Methodology should be presented in accordance with the Scope of Work 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.
- B15.3 Proposals should address the team's understanding of the functional and technical requirements including:
- (a) General experience of using GPS/ AVL/ RFID systems and reporting.
  - (b) A description of the GPS/ AVL/ RFID which the Contractor proposes to utilize including, without limitation, information concerning the system/equipment specifications including make and model of equipment and software, and information and details concerning GPS/ AVL/ RFID systems described in the RFP.
  - (c) Specific experience using the proposed GPS/ AVL/ RFID system.
  - (d) Information regarding the location, ownership, size and intended purpose of all facilities proposed by the Contractor 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.
  - (e) A complete list of the Equipment which the Contractor proposes to utilize, including, but not limited to the number and types (including Collection Vehicles for Automated Collection, Semi-Automated Collection, and for the Collection of Yard Waste) of Collection Vehicles, spare Collection Vehicles, and all other Equipment (with make, model, year, height, turning radius, body type and capacity, applicable delivery dates, and CNG fuelling plan if applicable).
  - (f) Emergency and contingency response plan to deal with emergency situations.
  - (g) Fleet mitigation plan in case of disaster or emergency affecting Collection Vehicles, including, without limitation, fire.
  - (h) Proposed plan for Collection of Garbage and Recyclables including:
    - (i) The number of Collections to be performed per Collection Vehicle per day.
    - (ii) Proposed method of the collection of Walk-up Service.
  - (i) Proposed plan for Collection of Yard Waste including:
    - (i) Spring and Fall peak seasons and volumes of Yard Waste.
  - (j) Procedures for addressing missed collection/service delay's and customer service;
  - (k) A plan for providing service to narrow lanes and lane intersections and without causing damage to property including overhead lines/wires;
  - (l) Proposals should include the proposed percentage of Work to be subcontracted. The Proponent shall not subcontract more than 50% of the Work.
  - (m) any other issue that conveys the Proponent understands of Work requirements.

## **B16. PROJECT SCHEDULE (SECTION F)**

- B16.1 Proponents should present a carefully considered critical path method schedule using Microsoft Project or similar project management software, complete with resource assignments, durations (weekly timescale) and milestone dates. The schedule should address each requirement of the Work including, but not limited to, as per E3:
- (i) Equipment (including Collection Vehicles) delivery;
  - (ii) Facilities commissioning;
  - (iii) GPS/ AVL/ RFID installation/commissioning and training;
  - (iv) Hiring of staff;
  - (v) Training of staff;

- (vi) Post award, pre-commencement of Collection, implementation activities and planning.

B16.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

## **B17. DISCLOSURE**

B17.1 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.

B17.2 The Persons are:

- (a) Emterra Environmental Inc.
- (b) Green For Life Environmental Inc.
- (c) Haulrite Environmental
- (d) Johnson Waste Management Inc.
- (e) Loraas Disposal
- (f) Miller Waste Systems
- (g) Progressive Waste Solutions Inc.
- (h) Waste Management Inc.

## **B18. QUALIFICATION**

B18.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- (d) Proponents must have a minimum three (3) years of proven experience in providing residential curbside Collection of Garbage and Recyclables, using Automated Collection and/or Semi-Automated Collection, to a minimum 40,000 single family household within a single community made up primarily of urban and suburban sections, and areas which require special consideration (e.g. one-way streets, street parking, school zones, commuter road restrictions, laneways and narrow roadways).

B18.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B18.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and

- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
- (d) have provided an implementation plan approved by the Contract Administrator where sub-contractor are to be used.
- (e) upon request of the Contract Administrator, obtain Security Clearances in accordance with PART F - SECURITY CLEARANCE. Security Clearances shall be required under this Contract for any personnel of the Proponent performing Walk-up Service or Route Supervisors. Security Clearances can be obtained 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/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) 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
- (b) 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
- (c) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).

B18.5 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 and of any proposed Subcontractor.

B18.6 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 names of the Proponents and the Contract amount of the successful Proponent will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B19.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B19.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her 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 10 of Form A: 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 Work until

a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

## **B21. WITHDRAWAL OF OFFERS**

- B21.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B21.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B21.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B21.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
  - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
  - (c) if the notice has been given by any one of the persons specified in B21.1.3(b), declare the Proposal withdrawn.
- B21.2 A Proponent who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B20.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

## **B22. INTERVIEWS**

- B22.1 The Contract Administrator may, in his/her 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 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an option 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 and the Subcontractors, if any, pursuant to B18:	(pass/fail)
(c) Total Bid Price; (Section B)	40%
(d) Experience of Proponent and Subcontractor; (Section C)	10%
(e) Experience of Key Personnel Assigned to the Project; (Section D)	15%
(f) Project Understanding and Methodology (Section E)	30%
(g) Project Schedule. (Section F)	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 responsible and qualified.
- B24.4 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.
- B24.4.1 Further to B24.1(c), 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.
- B24.5 Further to B24.1(d), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested.
- B24.6 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.
- B24.7 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
- B24.8 Further to B24.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B24.9 Notwithstanding B24.1(d) to B24.1(g), where Proponents fail to provide a response to B10.2(a) to B10.2(d), the score of zero may be assigned to the incomplete part of the response.
- B24.10 Reference checks in respect of B13.2 and B14.5 will not be restricted to only those submitted by the Proponent, and may include organizations representing persons companies or individuals known to have done business with the Proponent.
- B24.11 Separate Contracts shall be awarded for each Area on the basis of:
- (i) Area One (for Collection Oct 1/17 to Jan. 31/25);
  - (ii) Area Two (for Collection Oct 1/17 to Jan. 31/25).
- as identified on Form B: Prices. Each Area will be evaluated in accordance with the specified evaluation criteria. The City shall have the right to choose the Proponent and corresponding Area that is in its best interests.
- B24.12 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.

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

**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 responsible and qualified, and the Proposals are determined to be responsive.

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

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

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

B25.4 The City intends to award a Contract for each Area to separate Proponents.

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

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

B25.6 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

B25.7 Further to Paragraph 6 of Form A: Proposal and C4, the successful Proponent will be provided with Contract documents for execution following issuance of a Letter of Intent.

B25.8 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).

B25.9 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Work rendered up to time of termination.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](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 WORK**

D2.1 The Work to be done under the Contract includes the Collection and delivery of Garbage, Recyclables, Yard Waste and Surplus Waste, Extra Work and Additional Work Outside the Area, in the applicable Area, for entities entitled to such services as governed by the Solid Waste By-law.

D2.2 The City is committed to providing an excellent standard of customer service that is high-quality, well-coordinated, easy to access, and timely. The Contractor is required to demonstrate this commitment to customer service to the City consistent with the terms and conditions of this Contract.

D2.3 At the time of issuing the Request for Proposal, solid waste collection in the City of Winnipeg is divided into four (4) zones; Zone One A, Zone One B, Zone 2, and Zone 3. Under this Request for Proposal, solid waste collection in the City of Winnipeg will be divided in two (2) Areas: Area One and Area Two, as shown on drawing SWD-D-2017.

D2.4 Under this Contract, the Collection and delivery of Garbage, Recyclables, Yard Waste and Surplus Waste, in the applicable Area, and the performance of Extra Work and Additional Work Outside the Area shall commence on October 1, 2017 and continue until January 31, 2025.

D2.5 The Contractor shall, when performing the Work including Collection:

- (a) utilize and engage Automated Collection and/or Semi-Automated Collection of all Garbage and Recyclables in the applicable Area.
- (b) utilize and engage manual Collection of Yard Waste and Surplus Waste in the applicable Area.
- (c) deliver all Materials to the Designated Facilities.

D2.6 Under this Contract:

- (a) the City's Volume Standard for a Dwelling Unit is: 240 litres of Garbage and 240 litres Recyclables. Each Dwelling Unit that is, or which is included in, a Residential Dwelling Unit, is entitled to receive one 240 litre Cart for Garbage Cart and one 240 litre Cart for Recyclables. Each Dwelling Unit that is, or which is included in, a Residential Dwelling Unit, may upgrade the applicable Volume Standard to a maximum of 600 litres for each of Garbage and Recyclables.
- (b) the City's Volume Standard for a Commercial Small is: 240 litres of Garbage and 240 litres of Recyclables. Each Commercial Small may upgrade the applicable Volume Standard to a maximum of 600 litres for each of Garbage and Recyclables.
- (c) the City's Volume Standard for a Charitable Institution is: 240 litres of Garbage and 240 litres of Recyclables. Each Charitable Institution may upgrade the applicable Volume Standard to a maximum of 600 litres for each of Garbage and Recyclables.
- (d) the City's Volume Standard for a Place of Worship is: 240 litres of Garbage and 240 litres of Recyclables. Each Place of Worship may upgrade the applicable Volume Standard to a maximum of 600 litres for each of Garbage and Recyclables.
- (e) the City's Volume Standard for a Multi-Family Building is: on a per Dwelling Unit basis, that the average volume per Dwelling Unit in the Multi-Family Building is between 100-150 litres for Garbage and between 100-150 litres for Recyclables. The City may increase or

decrease the applicable Volume Standard for a Multi-Family Building depending on participation.

- (i) Where a Multi-Family Building has requested that its Collection be switched to become Collection for a Residential Dwelling Unit, Collection, and if the request is approved by the City (e.g. may be approved in circumstances where the Multi-Family Building is a linear condominium), the Collection for such converted Multi-Family Building shall paid as a Residential Dwelling Unit.
- (f) the City's Volume Standard for a City of Winnipeg Facility, and for a Commercial Volume, is: between 600 litres and 3000 litres for each of Garbage and Recyclables.

D2.7 The Contractor does not have an exclusive right to perform the Work in the Area, and this Contract is not a guarantee of exclusivity.

### **D3. COLLECTION FREQUENCY AND SCHEDULING**

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

- (a) Subject to D3.1(b), D3.1(c), D3.1(d) and D3.1(e), a Residential Dwelling Unit, Charitable Institution, Place of Worship, Commercial Small, City of Winnipeg Facility, Commercial Volume, and Multi-Family Building shall have Collection that occurs on not less than a Set Day Cycle Once basis.
- (b) Subject to D3.1(d) below, the Premises listed in Appendix A, Appendix B, Appendix E, Appendix F, Appendix G and Appendix H shall have Collection that occurs on not less than a Set Day Cycle Once or Set Day Cycle Twice basis.
- (c) Collection in the area identified as "Designated Collection Zone" as shown on drawing SWD-D-2017 shall occur on either a Thursday or a Friday and in accordance with the applicable Set Day Cycle Once basis or Set Day Cycle Twice basis.
- (d) The Contract Administrator may, from time to time, by notice to the Contractor add or delete a Residential Dwelling Unit, Charitable Institution, Place of Worship, Commercial Small, City of Winnipeg Facility, Commercial Volume, and Multi-Family Building that requires, or no longer requires, Collection on a Set Day Cycle Once or Set Day Cycle Twice basis.
- (e) Collection of Yard Waste shall occur on a Set Day Cycle Biweekly basis during the period of time, declared by the City, for the Collection of Yard Waste.
- (f) Collection of Surplus Waste shall occur on a Set Day Cycle Once basis.
- (g) Except as expressly provided in the Contract, including as provided in D3(h), D3(i) and D3(j), Collection shall occur on a Monday through Friday basis.
- (h) Collection shall occur on a statutory holiday observed in the Province of Manitoba that falls on a Monday to Friday save and except and excluding with respect to New Year's Day, Remembrance Day, and Christmas Day.
- (i) When New Year's Day, Remembrance Day, Christmas Day occurs between Monday and Friday, the Contractor shall provide the applicable Collection on the first Saturday immediately following such statutory holiday.
- (j) Collection shall not occur on a Sunday without the prior written authorization of the Contract Administrator.

### **D4. TERM OF CONTRACT**

D4.1 The term of the Contract shall commence on notice of award and shall, subject to earlier termination, continue until January 31, 2025, with the option of two (2) mutually agreed upon one (1) year extensions.

D4.2 The City may negotiate the extension option with the Contractor within eighteen (18) months prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

## D5. DEFINITIONS

D5.1 In addition to C1.1, when used in this Request for Proposal:

- (a) **“Additional Work Outside the Area”** has the meaning given in E21.1.
- (b) **“Area One”** means the geographic area indicated as Area One as shown in SWD-D-2017.
- (c) **“Area Two”** means the geographic area indicated as Area Two as shown in SWD-D-2017.
- (d) **“Area”** means either Area One or Area Two as the case may be, and **“Areas”** means both Area One and Area Two.
- (e) **“Automated Collection”** means the automated retrieval of a Cart that is lifted and emptied using a mechanical lifting and tipping device.
- (f) **“Cart”** means a rigid plastic wheeled container, as supplied by the City, eligible for having specific types of Material contained within it.
- (g) **“Charitable Institution”** means any Premise that has a non for profit designation.
- (h) **“Chronic List”** has the meaning given in E8.32.
- (i) **“City of Winnipeg Facility”** means a Premise operated by the City, or on the City’s behalf.
- (j) **“Collect” and “Collection”** means the picking up and emptying of Material, including from Collection Containers, into a Collection Vehicle.
- (k) **“Collection Container”** means a container designated by the City as eligible for having specific types of Material contained within it, and includes a Cart.
- (l) **“Collection Day”** means the Calendar Day on which a Collection is scheduled to occur.
- (m) **“Collection Vehicle”** means a motor vehicle (including packer body) designed and intended for use, and which is used as the case may be, for Collection.
- (n) **“Commercial Small”** means a Premise which is a business property which produces less than 600L of Garbage per week.
- (o) **“Commercial Volume”** means a Premise which is a business property which produces between 600 litres to 3000 litres of Garbage per week.
- (p) **“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.
- (q) **“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.
- (r) **“Contract Manager”** means the person named in the Contract as Contract Manager, or appointed from time to time by the Contractor under E4.1 who acts on behalf of the Contractor.
- (s) **“Customer Service Request”** has the meaning given in E29.2.
- (t) **“Designated Facilities”** means the Brady Road Resource Management Facility, any designated Material Recovery Facility(ies), and any other designated waste management site directed by the City.
- (u) **“Designated Travel Surface”** means any paved surface, gravel or mud lane used specifically for motorized vehicles, as designated by the proper authority of The City of Winnipeg.

- (v) **“ Dwelling Unit ”** means a building or a portion of a building designated or used for residential occupancy by a single person or a group of people living together as a housekeeping unit which includes cooking, eating, living sanitary and sleeping facilities.
- (w) **“ Equipment ”** means all apparatus, machinery, vehicles, tools, and other things required for the performance and completion of the Work, and includes Plant and Collection Vehicles.
- (x) **“ Extra Work ”** has the meaning given in E20.1.
- (y) **“ Fleet Manager ”** means the person named in the Contract as Fleet Manager, or appointed from time to time by the Contractor under E4.2, who acts on behalf of the Contractor.
- (z) **“ Garbage ”** has the same meaning as “garbage” as defined in the Solid Waste By-law.
- (aa) **“ Green Fleet Plan ”** has the meaning given in E3.6.
- (bb) **“ Hand Bombing ”** means any manual removal of Material from a Collection Container.
- (cc) **“ Implementation Plan ”** has the meaning given in E3.2
- (dd) **“ Manual Lifting ”** means any lifting of a Cart without the use of a mechanical lifting and tipping device.
- (ee) **“ Material ”** means, notwithstanding C1.1 (v), Garbage, Recyclables, Yard Waste, and/or Surplus Waste.
- (ff) **“ Material Pick-up Schedule ”** has the meaning given in E3.1
- (gg) **“ Material Recovery Facility ”** and **“ MRF ”** means a facility for processing of Recyclables, as designated by the City.
- (hh) **“ Multi-Family Building ”** means: (a) a Premise that has building(s) which contain eight (8) or more separate Dwelling Units; and (b) a Premise that has building(s) which contain eight (8) or more rooms or living quarters in a nursing or personal care home, but excludes a hospital.
- (ii) **“ Place of Worship ”** means any building where congregations meet.
- (jj) **“ PPE ”** means personal protective equipment.
- (kk) **“ Premise ”** means land together with its building or buildings.
- (ll) **“ Project ”** means the Work in the Contract.
- (mm) **“ Recyclables ”** has the meaning given in E22.1 and E22.2
- (nn) **“ Residential Dwelling Unit ”** means a Premise that comprises up to and including seven (7) separate Dwelling Units.
- (oo) **“ RFID ”** means Radio Frequency Identification.
- (pp) **“ Route Map and Schedule ”** has the meaning given in E3.3.
- (qq) **“ Route Supervisor ”** means the person(s) named in the Contract as Route Supervisor, or appointed from time to time by the Contractor under E4.3 who acts on behalf of the Contractor.
- (rr) **“ Semi-Automated Collection ”** means the manual retrieval of a Cart that is lifted and emptied using a mechanical lifting and tipping device.
- (ss) **“ Service Deficiency ”** has the meaning given in E29.3.
- (tt) **“ Service Point ”** means the location, on a Premise, where a Collection Container is placed for Collection.
- (uu) **“ Set Day Cycle Biweekly ”** means each Premise receives a Collection on a set Collection Day once every 14 days in a biweekly period that occurs on a set day of the week that is between Monday and Friday.
- (vv) **“ Set Day Cycle Once ”** means each Premise receives a Collection on a set Collection Day once per calendar week 52 times per year that occurs on a set day of the week that is between Monday and Friday.

- (ww) **“Set Day Cycle Twice”** means each Premise receives a Collection on a set Collection Day twice per calendar week 104 times per year that occurs on a set day of the week on either Monday/Thursday or a Tuesday/Friday cycle.
- (xx) **“Solid Waste”** has the same meaning as “solid waste” as defined in the Solid Waste By-law.
- (yy) **“Solid Waste By-law”** means The City of Winnipeg By-law No. 110/2012 as in effect and supplemented/revised from time to time.
- (zz) **“Surplus Waste”** means a maximum of three (3) regular-sized plastic garbage bags containing Garbage (which is considered to be 240 litres) set out for Collection.
- (aaa) **“Swamper”** means a worker/helper who Collects Material.
- (bbb) **“Uncontrollable Circumstance”** has the meaning given in D24.9.
- (ccc) **“Volume Standard”** means the volume of a Material type that the City allows for Collection at a Premise.
- (ddd) **“Walk-up Service”** has the meaning given in E18.1.
- (eee) **“Yard Waste”** means grass clippings, leaves, plants, flowers, tree/hedge prunings, small branches (no longer than 1 metre (3 feet) in length and 100mm (4 inches) in diameter).
- (fff) **“311 Customer Service System”** has the meaning given in D9.5

D5.2 In the Request for Proposal and Contract, all references to time and hours mean Central Standard Time.

## **D6. CONTRACT ADMINISTRATOR**

D6.1 The Contract Administrator is:

Mr. Ken Fargher  
Supervisor Collection Services

Telephone No. 204 986-3285

Email: [KFargher@winnipeg.ca](mailto:KFargher@winnipeg.ca)

D6.2 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.

## **D7. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D7.1 The Contractor shall:

- (a) keep the Confidential Information in the strictest confidence;
- (b) not disclose Confidential Information to any other person without the prior written consent of the Contract Administrator;
- (c) restrict access to Confidential Information only to its employees with a need to know to perform the Work and Contract;
- (d) be responsible for any breach of same by it or any employee; and
- (e) use the Confidential Information only for the purpose of performing the Work and its obligations under the Contract and for no other purpose whatsoever.

D7.2 The Contractor does not receive any right, title or interest of any nature whatsoever in or to any Confidential Information.

D7.3 Without limiting or otherwise affecting the application or generality of any other term or condition of the Contract, the Contract shall not:

- (a) make any public announcements or press releases regarding the Contract and/or the Work, without the prior written authorization of the Contract Administrator.

- (b) engage in any form of political or other lobbying, of any kind whatsoever, in relation to the Contract and/or the Work.

D7.4 In the event of a breach, or threatened breach, of D7, the parties agree that the harm suffered by the City would not be compensable by monetary damages alone and, accordingly, that the City shall, in addition to any other available legal or equitable remedies, be entitled to an injunction against such breach or threatened breach.

## **D8. NOTICES**

D8.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg  
Chief Financial Officer

Facsimile No.: 204- 949-1174

D8.2 **Bids Submissions** must be submitted to the address in B10.10

D8.3 Notwithstanding C22.1, all notices, requests, nominations, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under the Contract to the Contractor shall be in writing and shall be delivered by hand, by facsimile transmission (fax), by mail, by email, or by the 311 Customer Service System (or other approved electronic communication system).

D8.4 Notwithstanding C22.5, any notices, requests, nominations, consents, approvals, statements, authorizations, documents or other communications given to the Contractor shall:

- (a) if delivered by hand, be deemed to have been received on the day of receipt;
- (b) if delivered by facsimile transmission, be deemed to have been received on the day of transmission, if a Business Day, or if not a Business Day, on the Business Day next following the day of transmission;
- (c) if delivered by mail, be deemed to have been received on the second Business Day on which mail is delivered by Canada Post following the date of mailing;
- (d) if delivered by email, be deemed to have been received when sent to the recipient's email address; and
- (e) if delivered by the 311 Customer Service System (or other approved electronic communication system) be deemed to have been received when uploaded to the 311 Customer Service System (or other approved electronic communication system).

D8.5 Notices, requests, nominations, consents, approvals, statements, authorizations, documents, instructions, directions, orders, or other communications required or permitted to be given under the Contract given to the Contract Manager, the Fleet Manager, or to a Route Supervisor, shall be deemed for all purposes to have been given to and received by the Contractor.

## **D9. CONTRACTOR COMMUNICATION AND REPORTING**

D9.1 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.

D9.2 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.

D9.3 Further to D8 and in addition to other requirements under the Contract, other daily lines of communication, including verbal communications, will occur between the Contract Administrator and the Contractor, the Contract Manager, the Fleet Manager, the Route Supervisor, the City

311 Call Centre and other authorized City Departments, via telephone, email, cell phone, fax or the 311 Customer Service System.

D9.4 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.

D9.5 For the purposes of this Contract, including for providing Customer Service Requests and for various communications and notices under the Contract, the City will supply and install a computer terminal and associated software in the Contractor's office (the "311 Customer Service System"). The City will provide software application training to the Contractor's office clerical personnel on the 311 Customer Service System. The Contractor shall be responsible for the supply and furnishing of consumables required by the 311 Customer Service System.

#### **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. WORKERS COMPENSATION**

D11.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba. The Contractor shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof within five (5) business days upon request.

#### **D12. SAFE WORK PLAN**

D12.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least twenty (20) 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.

D12.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

#### **D13. INSURANCE**

D13.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability, non-owned automobile liability, products and completed operations cover and confirmation that the policy includes coverage for loading and unloading. Insurances 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.

D13.2 Deductibles shall be borne by the Contractor.

- D13.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D13.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D13.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this Contract.

#### **D14. PERFORMANCE SECURITY**

- D14.1 The Contractor shall provide and maintain performance security until one (1) month from the total performance of the Contract in the form of:
- (a) Performance bonds of a company registered to conduct the business of a surety in Manitoba, in the forms attached to these Supplemental Conditions (Form H1: Performance Bonds); the first ("Initial Performance Security") for three years in the amount of fifty percent (50%) of the Total Annual Bid 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 annual value of the Contract. In addition to the performance bond, the Contractor shall provide an irrevocable Standby Letter of Credit issued by a bank or other financial institution registered to conduct business in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifteen percent (15%) of the annual value of the Contract. Failure by the Contractor to maintain performance security shall constitute a default under this Contract entitling the City to all rights and remedies available to it at law, including the right to draw the full proceeds of the Standby Letter of Credit without notice and any such monies may be used as provided in this Contract in the event of default; or
  - (b) an irrevocable Standby Letter of Credit issued by a bank or other financial institution registered to conduct business in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Total Annual Bid Price of the Contract; or
  - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Total Annual Bid Price of the Contract.
- D14.1.1 Where the performance 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 performance security.
- D14.2 If the bid security provided in this Bid Submission was not a certified cheque or draft pursuant to D14.1(c), the Contractor shall provide the City Solicitor with the required Performance Security within thirty (30) Calendar Days of notification of the award of the Contract by way of letter of intent and prior to the commencement of any Work on the Site but in no event later than the date specified in C4 for the return of the executed Contract.
- D14.3 Renewal of Performance Security
- (a) Further to D14.1(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.

#### **D15. SUBCONTRACTING**

- D15.1 The Contractor shall not, without the prior approval in writing of the Contract Administrator, make a subcontract for the execution of any portion of the Work, except for Subcontractors included in the Contractor's Bid. Any such approval or denial of approval, as the case may be,

by the Contract Administrator shall not relieve the Contractor of any liability or obligation under this Contract.

D15.2 Under no circumstances shall the percentage of Work that is subcontracted exceed fifty (50%) percent of the total amount of Work.

D15.3 The Contractor, with respect to Subcontractors and with respect to Work to be performed under subcontract, shall:

- (a) enter into contracts or written agreements with its Subcontractors to require them to comply with, and to perform their work in complete conformance with and subject to, the terms and conditions of the Contract; and
- (b) be as fully responsible to the City for acts, omissions or defaults of any Subcontractors and of persons directly or indirectly employed or engaged by them as if they were the acts, omissions or defaults of the Contractor.

## **D16. GREEN FLEET PLAN AND ANNUAL REPORTING**

D16.1 The Contractor shall submit to the Contract Administrator for approval, not later than March 1<sup>st</sup> of each year of the Contract, a detailed report (for the reporting period January 1<sup>st</sup> and December 31<sup>st</sup> of each calendar year) that includes the following:

- (a) accurate quantities of each type of fuel consumed for motor vehicles used performing the Work;
- (b) total fuel use (in litres) for each fuel type consumed;
- (c) total vehicle usage (in hours), sorted by fuel type;
- (d) simple calculation of average fuel efficiency (in litres/hour) sorted by fuel type;
- (e) composition of each fuel type (e.g. average percentage of biodiesel and ethanol, volume of compressed natural gas (CNG));
- (f) total number of vehicles, sorted by weight class and fuel type; and
- (g) any other information requested by the Contract Administrator.

D16.2 The City will use the Green Fleet Plan, and reports accepted under D16.1, to track and report on total greenhouse gas production from vehicle use by both City operations and City contracted services, and to demonstrate City initiatives concerning the reduction of air pollution and greenhouse gasses.

## **D17. COMMENCEMENT**

D17.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D17.2 The Contractor shall not commence any Work until:

- (a) the Contract Administrator has confirmed receipt and approval of:
  - (i) evidence of authority to carry on business specified in D10;
  - (ii) evidence of the workers compensation coverage specified in C6.14 and D11;
  - (iii) the Safe Work Plan specified in D12;
  - (iv) evidence of the insurance specified in D13;the performance security specified in D14;
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D17.3 The Contractor shall not commence Collection before October 1, 2017.

## **D18. LIQUIDATED DAMAGES**

- D18.1 If the Contractor fails to perform the Work in accordance with this Contract or is otherwise in default of any term or condition, the City may assess liquidated damages for every such instance of non-performance or default in accordance with the Contract.
- D18.2 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.
- D18.3 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.
- D18.4 The Contract Administrator shall determine the extent to which the Contractor is liable to pay to the City liquidated damages.
- D18.5 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.

## **D19. JOB MEETINGS**

- D19.1 Meetings between representatives of the City and the Contractor will be held throughout the term of the Contract to discuss the progress of the Work. These meetings will be held weekly, or at other times and/or more or less frequently, and at such locations, as directed by the Contract Administrator. The Contract Manager shall attend all such meetings.
- D19.2 The Contract Administrator shall chair all meetings. The Contract Administrator will record the minutes of meetings and distribute, following the meeting, copies of minutes to all parties in attendance.
- D19.3 The Contract Administrator reserves the right to cancel any meeting.

## **D20. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

- D20.1 Further to B18.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion, require updated proof of compliance, as set out in B18.4.

## **D21. HEALTH AND SAFETY**

- D21.1 The Contractor shall be solely responsible for safety and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.
- D21.2 The Contractor shall be solely responsible for securing any existing facility thereon, and for the proper care and protection of the Work already performed.
- D21.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
  - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
  - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;

- (d) adequate sanitation measures are taken and facilities provided with respect to the Work.
  - (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
  - (f) fire hazards in or about the Work are eliminated.
- D21.4 The Contractor shall provide mandatory training for employees and Subcontractors (if applicable) 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.
- D21.5 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.
- D21.6 The Contractor shall not utilize an employee that has not received mandatory safety training.
- D21.7 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.
- D21.8 A copy of the safety training policies and procedures will be provided to the Contract Administrator at least at least sixty (60) Calendar Days after receiving notice of award, and revisions forwarded to the Contract Administrator through the term of the Contract when the Contractor undertakes such revisions. The Contractor's safety training policies and procedures are subject to the City's review.
- D21.9 All Subcontractors and their respective personnel shall receive the mandatory training prior to commencing any Work.
- D21.10 The Contractor is responsible for the supply all safety equipment and safety supply materials required for the Work. This includes, but is not limited to:
- (a) hard hats, CSA safety footwear, coveralls, eye protection, hearing protection,, safety vests, puncture proof 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.

## **D22. MEASUREMENT AND PAYMENT**

- D22.1 Further to C11, payments to the Contractor for the Work will be made following the end of each month based on a Payment Certificate prepared by the Contract Administrator.
- D22.2 Payment Certificates:
- (a) will indicate the quantity for each applicable item in Form: B Prices;

- (b) will be calculated using one-twelfth (1/12) of the applicable annual unit price shown in Form B: Prices (excluding Yard Waste, Surplus Waste, Extra Work and Additional Work Outside the Area);
  - (i) the quantity will include additions and deletions during the previous month;
  - (ii) payment will be made for quantity additions made during the previous month;
  - (iii) no payment will be made for quantity deletions made during the previous month;
  - (iv) will, in respect of Yard Waste, indicate the number of tonnes.
  - (v) will, in respect of Extra Work, indicate the number of hours.
  - (vi) will, in respect of Additional Work Outside the Area, indicate the number of hours.
  - (vii) will include any adjustments required or permitted under the Contract.

D22.3 Subject to the terms and conditions of the Contract, including without limitation D22.1 and D22.2, payments to the Contractor for the Work will be made for each quantity of the respective Items identified on Form B: Prices:

- (a) in respect of Yard Waste, for each Residential Dwelling Unit, Multi-Family Building, Commercial Small, Place of Worship, and Charitable Institution, on a Set-Day Cycle Biweekly basis at the tendered price for each metric tonne collected.
- (b) in respect of Surplus Waste, for each Residential Dwelling Unit, Commercial Small, Place of Worship, and Charitable Institution Waste on a Set-Day Cycle Once basis at the tendered price.
- (c) in respect of Extra Work, at the tendered price.
- (d) in respect of Additional Work Outside the Area, for a Residential Dwelling Unit and Multi-Family Building Commercial Small, Commercial Volume, City of Winnipeg Facility, Place of Worship, and Charitable Institution, at the tendered price.
- (e) in respect of Garbage and Recyclables, for each Residential Dwelling Unit, on a Set-Day Cycle Once at the tendered price per year for each.
- (f) in respect of Garbage and Recyclables for each Commercial Small, Commercial Volume, Place of Worship, Charitable Institution, City of Winnipeg Facility establishment on a Set-Day Cycle Once basis at the tendered price per year for each.
- (g) in respect of Garbage and Recyclables for each Commercial Volume and City of Winnipeg Facility establishment on a Set-Day Cycle Twice basis at the tendered price per year for each.
- (h) in respect of Garbage and Recyclables for each Multi-Family Building on a Set-Day Cycle Once basis at the tendered price per year for each.
- (i) in respect of Garbage and Recyclables for each Multi-Family Building on a Set-Day Cycle Twice basis, at the tendered price per year for each.
- (j) in respect of Collection of additional/upgrade of Carts for a Residential Dwelling Unit, at the tendered price per year for each.
- (k) in respect of Garbage and Recyclables for Walk-up Service for a Dwelling Unit, at the tendered price per year for each.

D22.4 Payment shall be in Canadian funds net twenty-one (21) Calendar Days after the last Calendar Day of the month.

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

D22.6 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

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

### **D23. ANNUAL REVIEW – INFLATIONARY ADJUSTMENT**

D23.1 The unit prices specified on Form B: Prices will be adjusted on October 1, 2018, and once per year on each subsequent annual anniversary date thereafter, based on the percentage increase or decrease in the unit prices for the Contract year, based on 50% of percentage change in Index “A”, plus 30% change in Index “B”, plus 20% change in Index “C”. The monthly period used will be February of the previous year compared with January of the current year.

D23.1.1 Index “A”:

(a) All-items Consumer Price Index for the City of Winnipeg (Statistics Canada Reference Table 326-0020).

D23.1.2 Index “B”:

(a) Monthly Diesel Fuel Price Index Manitoba Infrastructure and Transportation Based on the OPIS Fuel index.

(b) Index “B” will be replaced by the Henry Hub Natural Gas Futures price quoted on the NYMEX if Compressed Natural Gas is used.

D23.1.3 Index “C”:

(a) Average hourly earnings – employees paid by the hour in Truck Transportation for the Province of Manitoba (Statistics Canada Reference Table 281-0029).

D23.2 Indexes “A” and “C” will be those prepared by Statistics Canada. Index “B” “D23.1.2(a)” will be prepared by Manitoba Infrastructure and Transportation and “D23.1.2(b)” will be prepared by Henry Hub. As some of the indexes are not available from Statistics Canada, Manitoba Infrastructure and Transportation, and Henry Hub until sometime after the adjustment date, the amount of adjustment will be retroactive to the adjustment date.

D23.3 The maximum annual price adjustment shall not exceed ten percent (10%).

### **D24. TEMPORARY OBSTRUCTIONS, IMPASSABLE ROADWAYS AND UNCONTROLLABLE CIRCUMSTANCES**

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

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

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

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

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

- D24.5 In the event that the Contractor encounters a Temporary Obstruction, the Contractor shall return the end of the same Collection Day to the location where the Temporary Obstruction was encountered, and shall engage Collection until complete. If the Temporary Obstruction remains, the Contractor shall notify the Contract Administrator, and the Contractor shall return and engage affected Collection at the beginning of the next Collection Day. If on such next Collection Day the Temporary Obstruction still exists, the Contractor shall immediately notify the Contract Administrator to obtain the further direction of the Contract Administrator.
- D24.6 In the event that the Contract Administrator declares the existence of an Impassable Roadway, in the sole discretion of the Contract Administrator either:
- (a) the Contractor and Contract Administrator may mutually agree on a temporary Service Point where the Materials can be Collected by the Contractor and a method for the Collection of affected Materials from the Impassable Roadway, and the Contractor shall Collect such Materials in accordance with any such agreement. The Contractor shall be paid only for such extra work in accordance with E20; provided further that the extra work shall be that work which is required by the Contractor to move Materials from the original Service Point to the agreed temporary Service Point; or
  - (b) Collection from affected Service Points for impacted customers may, in the sole discretion of the Contract Administrator, be suspended on notice from the Contract Administrator to the Contractor; and
  - (c) the Contractor shall resume Collection, in accordance with the Contract, as soon as possible after receipt of a notice from the Contract Administrator that declares the end of the existence of the Impassable Roadway.
- D24.7 The Contractor shall take note that, even with the existence of an Impassable Roadway declared by the Contract Administrator, the Contractor shall be required to, and shall, perform the Work and shall Collect from any and all roadways that are capable to be serviced by Collection.
- D24.8 In the event of a suspension made under D24.6(b):
- (a) if notice under D24.6(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 D24.6(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 D24.6(a), no compensation or payments shall be required or made by reason of the suspension, and the City shall not be liable to the Contractor for any fees, lost or reduced revenues or for any other monies as a result of the suspension.
- D24.9 In this Contract, "Uncontrollable Circumstance" means unforeseeable events beyond the control of the Contractor that affect the performance of the Contract by the Contractor, including, but not limited to, acts of God; acts or decrees of government or other public authority; acts of public enemies; wars; insurrections; riots; earthquakes; fires; floods; riots; rebellion; sabotage; or any other event or cause not within the control of the Contractor. Temporary Obstructions, Impassable Roadways, lack of finances, increased costs of performance of the Work, strikes, lockouts and other concerted acts by workers, and labour shortages, shall be deemed not to be an Uncontrollable Circumstance.
- D24.10 In the event that the Contractor is prevented or rendered unable by reason of Uncontrollable Circumstances to carry out any of its obligations under this Contract, then such obligations shall be suspended during the continuation of any inability so caused by the Uncontrollable Circumstance, but for no longer period. If the Contractor intends to rely upon Uncontrollable Circumstances to suspend obligations as provided for herein, then the Contractor shall notify the Contract Administrator in writing forthwith, describing in reasonable detail, the Uncontrollable Circumstances. The Contractor shall have the duty and obligation to use reasonable efforts to reduce the impact or eliminate such Uncontrollable Circumstances. In the

case of a failure by the Contractor to perform the Work due to an Uncontrollable Circumstance, the City shall be entitled to arrange for the performance of the Work by others during any period of time that the Contractor is rendered unable to perform the Contract, or portions thereof, as a result of Uncontrollable Circumstances. The City shall not be liable to the Contractor for any fees, lost or reduced revenues or for any other monies as a result of Uncontrollable Circumstances, and the Contractor shall not make any claim with respect thereto.

D24.11 The occurrence of an Uncontrollable Circumstance shall not excuse or delay the performance of any of the Contractor's obligations not affected by the occurrence of the Uncontrollable Circumstance.

## **D25. UNSATISFACTORY PERFORMANCE**

D25.1 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.

D25.2 If:

- (a) the Contractor fails to deliver the plan required in D25.1 (including failure to deliver within the time required by the Contract Administrator);
- (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,

the City shall be entitled, following prior 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 Area as determined by the Contract Administrator and the City may pay to such other contractors such prices as the City may think proper to perform such Work. All such amounts paid by the City to other contractors, as certified by the Director of the Water and Waste Department of the City of Winnipeg or designate (whose certificate in that respect shall be final and binding upon the parties), shall be paid by the Contractor to the City on demand by the City, or may be deducted from any payment owing from the City to the Contractor.

D25.3 The City has the right, following notice given in accordance with D25.2, on written notice from the Contract Administrator to the Contractor to suspend Work within a specified geographic area(s) or on a specified street(s), lane(s), right of way(s) and/or service road(s) in the Area. The Contractor shall comply with such notice and shall suspend such specified Work as directed (including in compliance with any direction made with respect to the time and date of commencement of suspension of Work) in the notice. The Contractor shall, upon receipt of any further notice(s) from the Contract Administrator, resume performance of Work in such geographic area(s) or on such specified street(s), lane(s), right of way(s) and/or service road(s) as directed (including in compliance with any direction with respect to the time and date of resumption of Work) in the notice.

D25.4 In the event of a suspension made under D25.3, no compensation or payments shall be required or made by reason of the suspension, and the City shall not be liable to the Contractor for any fees, lost or reduced revenues or for any other monies as a result of the suspension.

D25.5 Nothing in D25, including, without limitation, arranging for and having the Work performed by others under D25.2 or suspension under D25.3, shall relieve the Contractor of any obligation under the Contract, including its obligation for the complete and proper performance of the Work.



**FORM H1: PERFORMANCE BOND – INITIAL PERFORMANCE SECURITY**  
(See **D13**)

KNOW ALL MEN BY THESE PRESENTS THAT

\_\_\_\_\_ ,  
(hereinafter called the "Principal"), and

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

\_\_\_\_\_ dollars (\$\_\_\_\_\_)

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for:

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

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

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the first three (3) years of the Contract;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above. Notwithstanding the terms of the Contract, non-renewal of the bond shall not be considered a default that would entitle the Obligee to claim against the Surety.

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SIGNED AND SEALED**  
in the presence of:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Name of Principal)

Per: \_\_\_\_\_ (Seal)

Per: \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_ (Seal)  
(Attorney-in-Fact)

**FORM H1: PERFORMANCE BOND – RENEWAL PERFORMANCE SECURITY**

(See D13)

KNOW ALL MEN BY THESE PRESENTS THAT

\_\_\_\_\_ ,  
(hereinafter called the "Principal"), and

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

\_\_\_\_\_ dollars (\$\_\_\_\_\_.)

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for:

RFP 302-2016

INTEGRATED SOLID WASTE COLLECTION IN THE CITY OF WINNIPEG

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

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

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

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above. Notwithstanding the terms of the Contract, non-renewal of the bond shall not be considered a default that would entitle the Obligee to claim against the Surety.

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SIGNED AND SEALED  
in the presence of:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Name of Principal)

Per: \_\_\_\_\_ (Seal)

Per: \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_ (Seal)  
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT  
(PERFORMANCE SECURITY)**  
(See D14)

\_\_\_\_\_  
(Date)

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

RE: PERFORMANCE SECURITY – RFP NO. 302-2016

INTEGRATED SOLID WASTE COLLECTION IN THE CITY OF WINNIPEG

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

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

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

\_\_\_\_\_  
Canadian dollars.

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

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

Partial drawings are permitted.

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

\_\_\_\_\_  
(Address)

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

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

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

\_\_\_\_\_  
(Date)

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

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

This credit is subject to the Uniform Customs and Practice for Documentary Credit (2007 Revision), International Chamber of Commerce Publication Number 600.

\_\_\_\_\_  
(Name of bank or financial institution)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
SWD-D-2017	Integrated Solid Waste Collection for Area One and Area Two

G-SW-0005-2017	Back Lane/Front Street Pick Up Locations
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G-SW-0006-2017	Walk-Up-Locations
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E1.3 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved option shall be made in accordance with B9.

#### E2. CONTRACT QUANTITIES AND LOCATIONS

E2.1 The quantities shown in Form B: Prices are estimates, indicating an estimated number of quantities as of April 15, 2016, and are for comparison purposes only. The said quantities are approximate only and are to be used only for purposes of comparison of bids, and the City makes no warranty or guarantee with respect to any of same.

E2.1.1 The City anticipates that the quantities in Form B: Prices in September 2017 may be increased by 2% per year; however the City makes no warranty or guarantee with respect to any of same. The Contractor shall note that the quantities shown on drawing SWD-D-2017 are estimated potential number (service locations) as of April 15, 2016, and the City makes no warranty or guarantee with respect to any of same.

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

- a. Appendix A is a breakdown as of April 15, 2016 of Multi-Family Building for Area One.
- b. Appendix B is a breakdown of as of April 15, 2016 of Multi-Family Building for Area Two
- c. Appendix C is a breakdown of as of April 15, 2016 of Commercial Small for Area One.
- d. Appendix D is a breakdown of as of April 15, 2016 of Commercial Small for Area Two.
- e. Appendix E is a breakdown of as of April 15, 2016 of Commercial Volume for Area One.
- f. Appendix F is a breakdown of as of April 15, 2016 Commercial Volume for Area Two.
- g. Appendix G is a breakdown of as of April 15, 2016 of City Of Winnipeg Facility for Area One.
- h. Appendix H is a breakdown of as of April 15, 2016 of City Of Winnipeg Facility for Area Two.
- i. Appendix I is a breakdown of as of April 15, 2016 of Place of Worship and Charitable Institution for Area One.

- j. Appendix J is a breakdown of as of April 15, 2016 of Place of Worship and Charitable Institution for Area Two.
  - k. Appendix K is a breakdown of as of April 15, 2016 of Walk-up Service for Area One.
  - l. Appendix L is a breakdown of as of April 15, 2016 of Walk-up Service for Area Two.
  - m. Appendix M is historic quantities collected for Yard Waste for Area One as of April 15, 2016.
  - n. Appendix N is historic quantities collected for Yard Waste for Area Two as of April 15, 2016.
  - o. Appendix O is the recycling drop off depot locations for Area One.
  - p. Appendix P is the recycling drop off depot locations for Area Two.
  - q. Appendix Q is historic quantities collected for Surplus Waste for Area One as of April 15, 2016.
  - r. Appendix R is historic quantities collected for Surplus Waste for Area Two as of April 15, 2016.
- E2.3 Prior to the commencement of Collection, the Contract Administrator will issue to the Contractor an update of Appendix A - R, which will also update applicable quantities in Form B Prices. The Contract Administrator will deliver such updated Appendices not later than August 31, 2017, and there shall be no further obligation on the part of the City to provide further updated Appendices. Beginning September 1, 2017, additions and deletions in respect of Collection and in respect of Walk-up Service will be made in accordance with E2.4, E2.5, E2.6 and E2.8 as the case may be. The Contractor shall be responsible for updating and maintaining its own records concerning the applicable Appendices.
- E2.4 The Contractor shall provide Collection for any additional Dwelling Unit or Premise within the Area that is entitled to such service as governed by the Solid Waste By-law and which has such Collection authorized in writing by the Contract Administrator.
- E2.5 The Contractor shall cease Collection to any Dwelling Unit or Premise when cessation has been authorized by the Contract Administrator in writing and notice of same has been given to the Contractor.
- E2.6 The Contractor shall commence and provide Walk-up Service for any additional Dwelling Unit authorized in writing by the Contract Administrator, and the Contractor shall cease providing Walk-up Service for a Dwelling Unit when cessation has been authorized by the Contract Administrator in writing and notice of same has been given to the Contractor.
- E2.7 In respect of commencement of Collections under E2.4 or additions to Walk-up Service under E2.6, and cessations to Collection under E2.5 or cessations to Walk-up Service under E2.6, payment quantities shall be adjusted for the applicable calendar month in which the addition(s) and deletion(s) occur, and the adjustment shall be effective as of the beginning of such month.
- E2.8 Without limiting or otherwise affecting the generality or application of any other term or condition of the Contract, Collection shall cease for a Dwelling Unit or Premise whenever demolition, abandonment or other circumstances cause termination of Collection. The Contractor shall give notice to the Contract Administrator of any such circumstance, and payment quantities shall be adjusted in accordance with E2.7. If for any reason the Contractor fails to give such a notice, or if despite such a notice the Contract Administrator determines that Collection ceased at an earlier date, the Contract Administrator shall determine the date upon which Collection ceased, and payment quantities shall be adjusted in accordance with E2.7.
- E2.9 The Contractor shall note that customers have the right to use or reject Collection services. The Contractor shall note the City cannot guarantee the actual number of Dwelling Units or Premises under this Contract. Also, the City may, from time to time, designate and/or change

the type of Collection to be used by customers, which may cause an increase or a reduction in the number of Dwelling Units or Premises served under this Contract.

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

- E3.1 Not more than sixty (60) Calendar Days after receiving notice of award and prior to the commencement of Work, the Contractor shall provide the Contract Administrator, for approval, proposed Material Pick-up Schedules for the Area and the Work. The proposed Material Pick-up Schedules shall identify and include and make due allowance for the following:
- (a) A schedule showing Collection Days on a Set Day Cycle Once basis for Garbage and Recyclables using the unit quantities shown in SWD-D-2017 and Appendix A - R.
  - (b) A schedule showing the Collection Days on a Set Day Bi-weekly basis for Yard Waste.
  - (c) The requirements of the Contract.
  - (d) Any other information requested by the Contract Administrator.
- E3.1.1 Once approved by the Contract Administrator, the Material Pick-up Schedules shall not be modified, altered or revised without the prior written consent of the Contract Administrator.
- E3.1.2 The Contractor shall perform the Work, including Collection, in accordance with the Contract and the approved Material Pick-up Schedules.
- E3.1.3 The City will provide a shape file base map in electronic data format to the Contractor following notice of award, and the Contractor's proposed Material Pick-up Schedules shall be submitted in electronic format.
- E3.2 Not more than one hundred twenty (120) Calendar Days after receiving notice of award and prior to the commencement of Work, the Contractor shall provide the Contract Administrator, for approval, a proposed Implementation Plan for the Work. The proposed Implementation Plan shall identify and include and make due allowance for the following:
- (a) The requirements of the Contract.
  - (b) Milestones and deadlines specified in the Contract
  - (c) A detailed critical path method schedule for the Implementation Plan. The schedule shall clearly depict and describe the timing, duration, sequences and interdependencies of all its activities in sufficient detail to satisfy the Contract Administrator with regard to the planning and implementation of the Implementation Plan.
  - (d) The complete list of the Subcontractors whom the Contractor proposes to engage.
  - (e) The schedule for the delivery of the Collection Vehicles.
  - (f) CNG fuelling plan if applicable.
  - (g) A detailed personnel plan that shall contain information on staffing levels for the operations and shall include at a minimum: position, name of employee and work experience for supervisory and office personnel, numbers and types of positions for all operating personnel, e.g. drivers, Swampers, full-time, part-time, permanent, temporary, union, non-union.
  - (h) Proof of security clearance for applicable personnel as required in the Contract.
  - (i) A schedule for the hiring and training of personnel.
  - (j) A detailed personnel training plan.
  - (k) Safe work procedures for Manual Lifting.
  - (l) A schedule for GPS-AVL/RFID system/equipment implementation, including:
    - (i) the delivery and installation;
    - (ii) Implementation of software;
    - (iii) training of personnel;
    - (iv) City access and training.
  - (m) Emergency and contingency response plans.

- (n) Spill containment and response plan.
  - (o) Customer service procedures and training documents.
  - (p) Equipment (including Collection Vehicles) maintenance programs and plans.
  - (q) Handling procedures for Material (e.g. procedures for handling Materials during cold or hot weather, procedures for handling Materials on windy days including Collection Containers that have been blown over).
  - (r) Procedures for addressing service delays.
  - (s) Claims procedures.
  - (t) Any other information requested by the Contract Administrator.
- E3.2.1 Once approved, the Implementation Plan shall not be modified, altered or revised without the prior written consent of the Contract Administrator.
- E3.2.2 The Contractor shall perform the Work, including all Collection, in accordance with the Contract and the approved Implementation Plan.
- E3.2.3 Not later than the seventh (7<sup>th</sup>) Calendar Day of each month and continuing until completion, the Contractor shall prepare and deliver a monthly status report to the Contract Administrator that depicts the status of the progress and completion of the approved Implementation Plan. The monthly status report shall report on the progress of the Work relative to the Implementation Plan. The Monthly Status Report shall describe in full detail any activity which is behind schedule, explaining the reasons and the remedial action which the Contractor is following to regain the schedule for the Implementation Plan.
- E3.3 Not more than one hundred twenty (120) Calendar Days after receiving notice of award and prior to the commencement of Work, the Contractor shall provide the Contract Administrator, for approval, a proposed Route Map and Schedule for Collection routes within the Area. The proposed Route Map and Schedules for Collection routes shall identify and include or make due allowance for the following:
- (a) Proposed Collection routes for each separate Route Map and Schedule.
  - (b) Proposed Collection Day for each separate Route Map and Schedule.
  - (c) Proposed Route Map and Schedules shall be assigned by Material type.
  - (d) Collection routes will take account of Set Day Once Biweekly, Set Day Cycle Once, and Set Day Cycle Twice requirements in the Contract.
  - (e) Collection routes, in a proposed Route Map and Schedule, shall be designed to be capable of 100% complete Collection, between the hours of 7a.m. to 6 p.m., of all Materials set out for Collection on the applicable Collection Day.
  - (f) All relevant information on each proposed Route Map and Schedule including without limitation:
    - (i) description and identification of each Collection route with associated maps,
    - (ii) heuristic routing (vehicle flow arrows for entire route),
    - (iii) a schedule for the complete Collection of each Collection route including, without limitation, the applicable day of the week and the start and finish destinations,
    - (iv) the quantities and types of Collection Vehicles be used on each Collection Day for each respective Collection route,
    - (v) locations of Place of Worship, Charitable Institution, Commercial Small, Commercial Volume, City of Winnipeg Facility, Multi-Family Building and Walk-up Service locations,
    - (vi) Material type, route name and number,
    - (vii) Collection Day(s),
    - (viii) Collection Vehicle Identification including packer type and identification number,
  - (g) The requirements of the Contract; and
  - (h) Any other information requested by the Contract Administrator.

- E3.3.1 An approved Route Map and Schedule shall not be modified, altered or revised without the prior written consent of the Contract Administrator.
- E3.3.2 The Contractor shall perform and complete the Work, including all Collection, in accordance with the Contract and in accordance with (including achieving and completion of Collection) the approved Route Map and Schedules.
- E3.4 The City has the right, from time to time, to make changes to any Collection Day(s). The Contract Administrator will give notice to the Contractor of any such change not less than 14 Calendar Days prior to the starting date for the change to a Collection Day. The Contractor shall comply with any such change to Collection Day(s).
- E3.5 The Contractor shall, within seven (7) Calendar Days of request from the Contract Administrator, submit to the Contract Administrator, for approval, a revised proposed Route Map and Schedule for Collection routes within the Area to account for and to update for any required changes to a Route Map and Schedule. Any such revised proposed Route Map and Schedule shall comply with the requirements of E3.3.
- E3.6 Not more than one hundred twenty (120) Calendar Days after receiving notice of award and prior to the commencement of Work, the Contractor will provide a proposed Green Fleet Plan to address the following topics:
- (a) Incorporation of option fuels and technologies in the fleet;
  - (b) Routing and anti-idling;
  - (c) Operator training (e.g. training for safe and timely vehicle operation while maximising fuel efficiency).
- E3.6.1 Once approved, the Green Fleet Plan shall not be modified, altered or revised without the prior written consent of the Contract Administrator.
- E3.7 The Contractor shall, not later than September 15, 2017, submit to the Contract Administrator the following:
- (a) vehicle tare weights for each Collection Vehicle.
  - (b) license plate numbers all motor vehicles (including Collection Vehicles).
  - (c) vehicle identification numbers for all motor vehicles (including Collection Vehicles).
- E3.8 Not more than one hundred twenty (120) Calendar Days after receiving notice of award and prior to the commencement of Work, the Contractor shall provide the Contract Administrator, for approval, a proposed Labour Contingency Plan for the Work to address and make provisions for the Contractor's obligations to the City as set out in this Contract, during a strike or lockout of its workers. The proposed Labour Contingency Plan shall identify and include or make due allowance for the following:
- (a) the recruitment and training of replacement workers;
  - (b) the strategy regarding route coverage for Collection;
  - (c) the timeline for retaining and/or restoring the Work, including Collection;
  - (d) the communications plan to address media inquiries regarding the progress of labour negotiations;
  - (e) the mobilization, maintenance and security of the Collection Vehicles;
  - (f) a strategy with respect to access to and egress from the Contractor's facilities and the Designated Facilities;
  - (g) resources to monitor and record picket activity and security of facilities;
  - (h) the requirements of the Contract; and
  - (i) any other information requested by the Contract Administrator.
- E3.8.1 The Contractor shall be entitled to update the Labour Contingency Plan to take into account additional contingencies at that time, provided, however, that any updated Labour

Contingency Plan must be provided to the Contract Administrator no later than sixty (60) Calendar Days prior to the last day of the term of the collective agreement between the Contractor and its workers in force at any time over the term of the Contract.

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

E3.8.3 The Contractor shall perform and complete the Work, including all Collection, in accordance with the Contract and in accordance with the approved Labour Contingency Plan.

E3.8.4 The Contractor shall note that:

- (a) any labour relations matters, arbitrations, and grievances which may be filed by the Contractor's employees shall be the sole responsibility of the Contractor, and the Contractor agrees to indemnify the City against all claims.
- (b) in the event of a strike, lockout, or other labour action, the Contractor remains fully responsible to perform all Work under this Contract.
- (c) the Work shall continue without interruption of, or reduction in service, in the event of a labour disruption by either its own employees or those of a third party.

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

E4.1 Unless the Contractor's Contract Manager is named in the Contractor's Bid, the Contractor shall, within ninety (90) Calendar Days after receiving notice of award and prior to the commencement of Work submit to the Contract Administrator for consent the name and particulars of the person the Contractor proposes to appoint as Contractor's Contract Manager. If consent is withheld or subsequently revoked, or if the appointed person fails to act as Contract Manager, the Contractor shall similarly submit the name and particulars of another suitable person for such appointment.

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

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

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

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

E4.1.4 If the Contract Manager is to be temporarily absent during the execution of the Work, a suitable replacement person shall be appointed, subject to the Contract Administrator's prior consent, and the Contract Administrator shall be notified accordingly.

E4.1.5 The Contract Manager shall attend at Winnipeg, Manitoba, for such time(s), duration(s), and period(s) as required in the Contract. In addition, the Contract Manager shall attend at Winnipeg, Manitoba, for such time(s), duration(s), and period(s) as directed, from time to time, by the Contract Administrator.

E4.2 Unless the Contractor's Fleet Manager is named in the Contractor's Bid, the Contractor shall, within ninety (90) Calendar Days after receiving notice of award and prior to the commencement of Work submit to the Contract Administrator for consent the name and particulars of the person the Contractor proposes to appoint as Contractor's Fleet Manager accompanied with the organizational chart showing responsibilities and reporting relationships. If consent is withheld or subsequently revoked, or if the appointed person fails to act as Fleet Manager, the Contractor shall similarly submit the name and particulars of another suitable person for such appointment.

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

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

- (a) revoke the appointment of the Fleet Manager or appoint a replacement;

- (b) change the responsibility(ies) and reporting relationship(s) of the Fleet Manager.
- E4.2.3 If the Fleet Manager is to be temporarily absent during the execution of the Work, a suitable replacement person shall be appointed, subject to the Contract Administrator's prior consent, and the Contract Administrator shall be notified accordingly.
- E4.3 Unless Route Supervisors are named in the Contractor's Bid, the Contractor shall, 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 names and particulars of the person(s) the Contractor proposes to appoint as Contractor's Route Supervisors accompanied with the organizational chart showing responsibilities and reporting relationships. If consent is withheld or subsequently revoked, or if an appointed person fails to act in the capacity of Route Supervisor, the Contractor shall similarly submit the name and particulars of another suitable person(s) for such appointment(s).
- E4.3.1 The Contractor shall not, without the prior consent of the City:
- (a) revoke an appointment of Route Supervisors or appoint a replacement(s);
  - (b) change the responsibility(ies) and reporting relationship(s) of Route Supervisors.
- E4.3.2 The whole (100%) time of Route Supervisors, individually and respectively, shall be given to supervision of the performance of the Contract. If Route Supervisors are to be temporarily absent during the execution of the Work, a suitable replacement person shall be appointed, subject to the City's prior consent, and the Contract Administrator shall be notified accordingly.
- E4.3.3 The Route Supervisors shall be responsible for in-person on the street supervision and monitoring Collection route operations to ensure the Work is performed and completed in accordance with the Contract, including complete Collection on the applicable Collection Day within Collection hours.
- E4.3.4 The Route Supervisors shall respond to inquiries from the City's field staff within two (2) hours of a request for information.
- E4.3.5 The Route Supervisors are responsible for supervising Collection, ensuring that Contract requirements are met on a day to day basis, and for the handling of customer service issues.
- E4.4 The Contractor shall provide to the Contract Administrator, the address, telephone numbers (including, but not limited to, mobile telephone numbers), and email addresses for each of the Contract Manager, Fleet Manager, and the Route Supervisors
- E4.5 The Contract Manager and the Route Supervisors shall be available for contact and communication 24 hours a day, seven (7) days a week, on matters relating to the Work and the Contract.
- E4.6 Security clearances shall be required under this Contract for Walk-up Service and Route Supervisors as identified in B18.3(e).
- E5. EQUIPMENT AND COLLECTION VEHICLES - GENERAL**
- E5.1 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.
- E5.2 The Contractor shall, on October 1, 2017, provide the number of Collection Vehicles specified and required in the Contract (including the number of Collection Vehicles proposed in the Contractor's Bid). This item is subject to liquidated damages as noted in E37.2.
- E5.3 The Contractor shall for each Collection Day provide and utilize the required number of Collection Vehicles as specified and/or required in the Contract (including the required number of Collection Vehicles specified in an approved Route Map and Schedule). This item is subject to liquidated damages as noted in E37.3.

- E5.4 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.
- (a) Spare Collection Vehicles that are solely designated for use in the Collection of Yard Waste do not need to be equipped with RFID.
- E5.5 All Collection Vehicles provided by the Contractor on October 1, 2017 shall be new and shall have a model number year and manufacturing year not earlier than 2017, and all replacement Collection Vehicles thereafter shall have a manufacturing year not earlier than 2017. This item is subject to liquidated damages as noted in E37.4.
- E5.6 The Contractor's Equipment including Collection Vehicles, engaged in the Work, shall not be used for any purpose other than to perform the Work under this Contract. Notwithstanding E25.6, 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. This item is subject to liquidated damages as noted in E37.1.
- E5.7 The Contractor shall at all times maintain and keep any and all Equipment in good working order.
- E5.8 The Contractor shall use heated indoor vehicle storage facilities for Collection Vehicles during cold weather and during winter months.
- E5.9 The Contractor shall have and implement a fleet mitigation plan in case of a disaster or emergency affecting Collection Vehicles, including, without limitation, fire.
- E5.10 Collection Vehicles, and all other Equipment used or employed in the Work, shall comply with the requirements of the Contract.
- E5.11 Collection Vehicles, and all other Equipment used or employed in the Work, shall at all times comply with all applicable Federal, Provincial and Municipal laws and regulations.
- E5.12 The Contractor shall, on demand, produce valid certificates of inspection, issued by the applicable governmental authority or other authorized agencies, for any Equipment (including Collection Vehicles).
- E5.13 In addition to any Equipment safety requirements required by legislation, all Collection Vehicles shall be equipped with the following safety equipment:
- (a) back-up alarms;
  - (b) transmission safety switch (kill switch);
  - (c) power take off (PTO) indicator lights;
  - (d) "Maxi" brakes;
  - (e) operation lights;
  - (f) rotating amber caution light(s) mounted on the top or rear of the vehicle, which shall be clearly visible at all times;
  - (g) back up cameras;
  - (h) spill kits including hand tools (e.g. broom, shovel, etc.) and absorbent materials to facilitate the sweeping of any material which may be spilled;
  - (i) emergency kit for vehicle breakdowns, e.g. traffic cones.
- E5.14 The Contractor shall continually maintain and update the safety devices and safety equipment for any and all Equipment (including Collection Vehicles) to meet the required safety standards throughout the duration of the Contract.
- E5.15 Collection Vehicles shall be properly constructed, maintained, and sufficiently enclosed to eliminate the depositing of any debris onto the streets during the performance of the Work.

- E5.16 Collection Vehicles must be capable of functioning in extreme ambient temperatures of -40C to +60C and in all weather and climatic conditions.
- E5.17 The Contractor may use split body Collection Vehicles to co-collect different Material types. In the event that split body Collection Vehicles are used for the Work, such Collection Vehicles shall be designed to ensure that compartments separate the Material types and prevent mixing of Materials.
- E5.18 Collection Vehicles shall:
- (a) be capable of manoeuvring through all widths of right-of-ways in the Area.
  - (b) must remain within and on designated travel surfaces in all weather conditions. This includes conditions during winter when snowplowing and/or snow accumulations reduce the width of the traveling surface or change the physical location of the traveling surface. Snow on roadways will be cleared in accordance to the City of Winnipeg, Snow and Ice Control Operations Manual.
  - (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).
- E5.19 If a Collection Vehicle cannot manoeuvre on a narrow street/lane/right-of-way without causing property damage (real or personal), the Contractor shall service the area with a smaller Collection Vehicle, or using a Collection method acceptable to the Contract Administrator, at no cost to the City.
- E5.20 Collection Vehicles shall be identified with letters and numbers that shall be a minimum of twenty-five centimetres (25 cm) in height on the rear and front of the Collection Vehicle(s) and shall be a minimum of ten centimetres fifteen (15 cm) in height on each side and positioned in such a manner as to be clearly visible when viewed from both sides and rear and front of the Collection Vehicle.
- E5.21 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.
- E5.22 The Contractor shall keep Collection Vehicles in a clean and presentable condition, and free from any visible rust and damage. The Contractor shall repair any visible rust or damage within twenty (20) Calendar Days of notification from the Contract Administrator. All costs associated with such repairs will be borne by the Contractor.
- E5.23 Any electronic equipment on Collection Vehicles (including without limitation cameras, GPS devices, RFID readers, and monitors) shall be capable of functioning in extreme temperatures of -40C to +60C and in all weather and climatic conditions.

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

- E6.1 In addition to E5, Automated Collection and Semi-Automated Collection shall be performed using Collection Vehicles:
- (i) equipped with a fully functional mechanical lifting and tipping device,
  - (ii) capable of picking up, lifting, emptying, and placing Carts without damage to the Cart.
  - (iii) in respect of Automated Collection, with a mechanical lifting and tipping device capable of reaching, picking up, lifting, emptying, and replacing a Cart to its original location near or between any reasonable obstructions including parked vehicles, and without causing damage to private/public property,

- (iv) such that the mechanical lifting and tipping device does not contact any structures on private or public property,
- (v) such that the mechanical lifting and tipping device is fully functional in extreme ambient temperatures of -40C to +60C and in all weather and climatic conditions.

E6.2 In respect of Recyclables, the Contractor (and Collection Vehicles) shall not compact Recyclables to a density greater than 200kg/m<sup>3</sup> (weight/volume of vehicle). Audits will be performed periodically for the duration of the Contract to verify the compaction ratio. This item is subject to liquidated damages as noted in E37.22.

E6.3 In addition to E5, Collection of Yard Waste must be performed using Collection Vehicles:

- (i) clean and free of any debris or Contamination prior to the Collection of Yard Waste.
- (ii) equipped with GPS-AVL units in accordance with E7.

**E7. GLOBAL POSITIONING SYSTEM - AUTOMATED VEHICLE LOCATOR – RADIO FREQUENCY IDENTIFICATION (GPS/AVL/RFID)**

E7.1 Collection Vehicles shall be equipped with a global positioning system, automated vehicle locator and radio frequency identification (GPS/AVL/ RFID) tracking system.

- (a) Collection Vehicles that are solely designated for use in Collecting Yard Waste do not need to be equipped with RFID.

E7.2 The Contractor shall, on October 1, 2017, provide a GPS/AVL/ RFID tracking system (including equipping Collection Vehicles as required in the Contract) meeting the requirements of the Contract, including as proposed in the Contractor's Bid. This item is subject to liquidated damages as noted in E37.6.

E7.3 The City and the Contractor agree that the GPS/AVL/RFID tracking system will be used for purposes including use by the Contractor to manage the Contractor's Collection Vehicles and its personnel.

E7.4 The Contractor shall be solely responsible for complying with applicable privacy legislation.

E7.5 The City and the Contractor agree that the City and the Contractor must each have access to the GPS/AVL/RFID tracking system user application and its underlying data.

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

E7.7 The GPS/AVL/RFID system and associated web-based application shall be commissioned and fully operational not later than September 1, 2017.

E7.8 At a minimum, the GPS/AVL/RFID tracking system and associated secure web-based application shall be capable of, and shall:

- (a) monitor both current position and route progress (tracking) via on-screen display of position and/or path, including city street base map;
- (b) display Collection Vehicle movement, identify and show the position of the Collection Vehicles at a minimum of fifteen (15) 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) report on RFID tags on all Material types at Service Points;
- (g) report on daily exceptions for non-collection.

E7.9 The Contractor shall:

- (a) ensure at all times that the GPS/AVL/RFID 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/RFID application/data at least seven (7) Calendar Days prior to the planned activity.
- E7.10 The Contractor shall not remove or deactivate a GPS/AVL/RFID system from/in a Collection Vehicle, nor shall the Contractor utilize a Collection Vehicle that is not equipped with an activated and working GPS/AVL/RFID system meeting the requirements of the Contract (except as expressly permitted in the Contract). This item is subject to liquidated damages as noted in E37.7.
- E7.11 The City may require the Contractor to remove any Collection Vehicle from use if its GPS/AVL/RFID system is non-functional. In such cases, the Contractor shall supply a suitable replacement Collection Vehicle. The Contractor shall not utilize such removed Collection Vehicle in the Work unless and until such time that its GPS/AVL/RFID system has been repaired and is fully operational.
- E7.12 The Contractor shall provide demonstration and training sessions concerning the GPS/AVL/RFID system and web-based application, for City personnel, as requested by the Contract Administrator. The demonstration and training sessions will be developed in consultation with the Contract Administrator. The Contractor shall provide printed and electronic format training manuals for the GPS/AVL/RFID system and web-based application. The demonstration and training sessions will be conducted in Winnipeg at times and locations acceptable to the Contract Administrator and in any event not later than September 15, 2017.
- E7.13 The GPS/AVL/RFID system and web-based application shall have performance data storage and access requirements that comply with the following:
- (a) web based location and event data must be stored and accessible for a minimum of twelve (12) months;
  - (b) at any time, including after the twelve (12) month period referenced in E7.13(a), the Contract Administrator may require the Contractor to send location and event data to the City for storage on their system, in an agreed upon file format;
  - (c) the Contractor shall, provide within 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/RFID web-based location and event data must be made available via a secure, query able web service on a near real time read only basis.
- E7.14 The Contractor shall:
- (a) equip each Collection Vehicle with a RFID reader device that has a common program format that will be made available to the City. The RFID reader device will be compatible with "EPC Class 1 Gen 2" and "ISO 18000-6c" RFID tag standards and be capable of reading 24 and 16 digit Tag ID.
  - (b) provide a secure web-based application that the City will be able to use to retrieve Cart pickup data. Such data will include a record of each Cart, for both Garbage and Recyclables (respectively) including: (i) the Cart RFID that was emptied; and (ii) a record of any address where the Contractor could not empty a Cart. Cart pickup data will be accessible through this web service within one (1) hour of the actual event.
  - (c) in cases where the GPS/AVL/RFID is not operational, the Contractor shall submit on the City's standard daily reporting form an electronic daily report (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.

- (d) provide the City will have immediate, Monday to Saturday, between the hours of 6 a.m. to 6 p.m., access to information.
- (e) the secure web-based application must be available to the City Monday to Saturday, between the hours of 6 am to 6 pm and should be generally available twenty-four (24) hours a day, seven (7) days a week outside of mutually agreeable systems maintenance outage windows
- (f) ensure the web –based application provides a method whereby the City will specify a specific date and receive back a .csv formatted text file containing the following data for each pickup and unserviceable locations recorded on that date:
  - (i) event identification number – A primary key that uniquely identifies this specific data sample row across all rows collected across multiple days.
  - (ii) location coordinates – expressed in Lat/Long using degrees, minutes, seconds  
Cart RFID – If available (i.e. would be blank only in the event of a missing or damaged RFID tag)
  - (iii) date and time of the event – following the format YYYYMMDD HHMMSS
  - (iv) exception code – Numeric code used for describing any exception such as “cart blocked, cannot pickup.

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

- (a) location - address;
- (b) date and time - recorded in the format YYYYMMDD HHMMSS;
- (c) exception cause (Blocked, Missing bin);
- (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 next 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 and the secure query able web service will provide a method whereby the City can specify a specific event identification number (see data file format).
- (c) ensure that the performance of the web-based application is sufficient at all times to enable anticipated City information access, reporting and data download needs without impacting the systems operational performance.
- (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 METHOD - GENERAL**

E8.1 The Contractor shall not, without prior authorization from the Contract Administrator in writing, engage or use Manual Lifting in the performance of the Work, including, without limitation during Collection. This item is subject to liquidated damages as noted in E37.23.

- E8.2 The Contractor shall not engage or use Hand Bombing in the performance of the Work, including, without limitation during Collection. This item is subject to liquidated damages as noted in E37.24.
- E8.3 The prohibitions in E8.1 and E8.2 do not apply to Collection of Yard Waste and Surplus Waste from a Collection Container that is not a Cart.
- E8.4 The Contractor shall fully perform and complete each day's Collection, in accordance with the Contract, on the applicable Collection Day.
- E8.5 The Service Point(s) at each Residential Dwelling Unit will be the same for all Materials; and if a back lane is present, Collection will be from the back lane, and otherwise Collection will occur from the front street.
- E8.6 The Contractor shall perform Collection between 7:00 a.m. and 6:00 p.m. The Contractor shall not, except as expressly permitted in the Contract, perform Collection outside of the said permitted hours. This item is subject to liquidated damages as noted in E37.5.
- E8.7 The Contractor shall, following Collection, return the Collection Container back to its original Service Point, and in the same manner, as it was placed out by the customer for Collection.
- E8.8 The Contractor shall promptly clean and remediate any spills or leaks (solid or liquid substances) that occur during the Work, including, without limitation, spills or leaks from Equipment.
- E8.9 The Contractor is responsible for the immediate clean-up and reporting of any spillage or leakage of material from any Equipment (including any Collection Vehicle) or container, including but not limited to, any spillage or leakage which occurs during the transporting of materials as per:
- (a) Part 9 of the Sewer By-law 92/2010 - <http://clkapps.winnipeg.ca/dmis/docext/viewdoc.asp?documenttypeid=1&docid=5243>
  - (b) The Environmental Accident Reporting Regulation 439/87 - [https://www.gov.mb.ca/conservation/envprograms/pdf/env\\_accident\\_reporting\\_reg.pdf](https://www.gov.mb.ca/conservation/envprograms/pdf/env_accident_reporting_reg.pdf)
- E8.10 Further to E8.9, the material must be cleaned up, picked up, moved or otherwise remediated within three (3) hours of becoming aware of the spillage or a request from the Contract Administrator, whichever is sooner. This item is subject to liquidated damages as noted in E37.20.
- E8.11 If, in the opinion of the Contract Administrator, the Contractor does not comply with E8.9 and E8.10 in a timely manner, the City may clean up, pick up, move or otherwise remediate such material, and all such amounts, costs and expenses incurred by and/or paid the City as certified by the Director of the Water and Waste Department of the City of Winnipeg or designate (whose certificate in that respect shall be final and binding upon the parties), shall be paid by the Contractor to the City on demand by the City, or may be deducted from any payment owing from the City to the Contractor.
- E8.12 Spills, leakages, hazardous wastes and materials, including without limitation residual and materials and liquids arising or resulting from Equipment cleaning, shall be disposed of by the Contractor in accordance with applicable laws.
- E8.13 In the case of a fire occurring in a Collection Vehicle and where the Contractor is forced to dump the load at a location other than a Designated Facility, the Contractor shall be responsible for, and shall, clean up the spillage, as soon as it is safe to do so.
- E8.14 The Contractor shall not obstruct any street, thoroughfare or sidewalk to any greater extent than what is necessary to carry out a Collection.
- E8.15 The Contractor shall not Collect Materials from any person or entity not entitled to Collection under this Contract. Notwithstanding E25.6, 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.

- E8.16 The Contractor shall, on request by the Contract Administrator, affix a non-compliance notice (tag) to a Collection Container or any other receptacle used by a customer, when:
- (a) Contamination is observed in Collection Containers prior to Collection
  - (b) there is customer non-compliant placement of Collection Containers.
  - (c) use of non-compliant receptacle.
  - (d) any other infraction designated by the Contract Administrator.
- This item is subject to liquidated damages as noted in E37.17.
- E8.17 The Contractor shall report, by using GPS/AVL/RFID for real time reporting, or by manually affixing a non-compliance notice (tag) to the Collection Container (including an explanation on the tag when used) and submitting to the Contract Administrator a summary report not later than 9 am the next following Business Day, the reason for non-collection of any Collection Container placed out for Collection, including for the reasons listed in E8.16 if applicable.
- E8.18 The Contractor is not required to collect, remove or transport any hazardous materials, as defined in the Solid Waste by-law, that are placed out for Collection by a customer. Any inadvertent Collection of hazardous material shall be the sole responsibility of the Contractor.
- E8.19 The Contractor shall collect Materials from any new or different Cart introduced over the Contract term. The City reserves the right to change the style of Carts. Any such new or different Cart(s) will be compatible with the Carts in use at that time, and will include design features that allow for mechanical lifting and tipping (North American Standard).
- E8.20 The Contractor shall take note that scavenging shall not be permitted at any time, and any single occurrence of scavenging shall be cause for the dismissal of any personnel directly or indirectly associated with scavenging.
- E8.21 The Contractor shall be liable for and shall pay any and all fines, charges, penalties levied under applicable laws.
- E8.22 The Contractor shall, on a daily basis and not later than 9 a.m. on each Business Day, provide to the Contract Administrator a "daily on/off the road" report which indicates the time of the day that each Collection Vehicle started, and ceased Collection, for the previous Collection Day. The daily on/off the road report shall be submitted electronically in a form and content acceptable to the Contract Administrator. This item is subject to liquidated damages as noted in E37.8.
- E8.23 The Contractor shall not, during Collection, mix Materials of a different type unless previously authorized by the Contract Administrator. This item is subject to liquidated damages as noted in E37.19.
- E8.24 If the Contractor receives a notification (through the 311 Customer Service System, or from the Contract Administrator or otherwise) any time prior to 6 p.m. on a Collection Day concerning a missed Collection that was scheduled for that Collection Day (Missed Collection – Same day Miss), such missed Collection will not be categorized as a Missed Collection – Service Deficiency if the Contractor:
- (a) provides any such required Collection prior to 6 p.m. that same Collection Day, and
  - (b) reports to the Contract Administrator, within 48 hours of receipt of such notice, the time and date when the Collection occurred.
- E8.24.1 If such missed Collection is not completed by 6 p.m. on the same Collection day, such missed Collection shall be categorized as a Missed Collection - Service Deficiency and E8.25 shall apply.
- E8.25 If the Contractor receives a notification (through the 311 Customer Service System, or from the Contract Administrator or otherwise): (i) any time after 6 p.m. on a Collection Day concerning a

missed Collection that was scheduled for that Collection Day; or (ii) at any time concerning a Collection that was scheduled for a Collection Day that was prior to the day on which the Contractor received such notification, (Missed Collection - Service Deficiency), the Contractor shall:

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

This item is subject to liquidated damages as noted in E37.11 and E37.12.

E8.26 If the Contractor receives a notification of a Customer Service Request (through the 311 Customer Service System, or from the Contract Administrator or otherwise), and the Customer Service Request concerns a Request for New Service, the Contractor shall:

- (a) perform the required applicable Work 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 performance occurred.

E8.27 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.

E8.28 If the Contractor receives a notification of a Customer Service Request (through the 311 Customer Service System, or from the Contract Administrator or otherwise), and the Customer Service Request concerns a Service Deficiency (excluding Service Deficiencies for missed Collection) and such Customer Service Request is not capable of remedy within 24 hours of receipt of such Customer Service Request, the Contractor shall:

- (a) report to the Contract Administrator, within 48 hours of receipt of such notice, the date by which the remedy for the Service Deficiency will occur; and
- (b) remedy the Service Deficiency by the date required under E8.28(a) above.

This item is subject to liquidated damages as noted in E37.16.

E8.29 Without limiting the generality or application of any other term or condition of the Contract, the Contractor shall monitor the progress and performance of the Work on and for each Collection Day, and shall notify the Contract Administrator in writing immediately upon becoming aware of any factors that could cause failure in achieving 100% complete Collection for that Collection Day, and shall indicate in a plan, the remedial steps the Contractor is taking or intends to take to prevent and mitigate such failure. The Contractor shall implement any such mitigation plan without cost to the City.

E8.30 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.

E8.31 If the Contractor receives a notification from the Contract Administrator or otherwise of missed Collections concerning a street or partial street, the Contractor shall schedule such missed Collections as the initial Collection on the subsequent Calendar Day.

- E8.32 The Contractor Administrator shall create and maintain, a list of addresses for which the Contractor has received, from the 311 Customer Service System, or from the Contract Administrator or otherwise, numerous and/or consistent Customer Service Requests concerning a Service Deficiency(ies) (the "Chronic List"). The Contract Administrator will, from time to time, deliver a Chronic List to the Contractor. The Contractor shall, for each address specified on the most current/recent Chronic List, confirm by notice to the Contract Administrator not later than 9 a.m. the next Business Day, that Collection for the applicable address(es) on the Chronic List was performed on the applicable Collection Day for such address.
- E8.33 Following the end of each calendar month during the term of the Contract, the Contractor Administrator will create a report for all Dwelling Units and Premises that have an aggregate total number of Missed Collection Service Deficiencies greater than three (3) during the previous six (6) calendar months. The Contract Administrator will, from time to time, deliver such report to the Contractor. This item is subject to liquidated damages as noted in E37.10.
- E8.34 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.
- E8.35 On written notice from the Contract Administrator, the Contractor shall change any Service Point.
- E8.36 If a Collection Vehicle is equipped with a photo monitoring system, all data and information captured by the system shall be made available and delivered to the City on request from the Contract Administrator.
- E8.37 The Contractor shall note that if there are between 21 and 40 missed Collections per Material type on a Collection Day, liquidated damages will be assessed as noted in E37.13.
- E8.38 The Contractor shall note that if there are greater than 40 missed Collections per Material type on a Collection Day, liquidated damages will be assessed as noted in E37.14.

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

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

## **E10. RESIDENTIAL DWELLING UNIT**

- E10.1 The Contractor shall, in respect of a Residential Dwelling Unit, Collect all Garbage and Recyclables set out for Collection and shall deliver the Materials to the Designated Facilities.
- E10.2 In respect of a Residential Dwelling Unit that has more than four (4) Dwelling Units, the Contract Administrator has the right to provide 360 litre Carts, in lieu of 240 litre Carts.
- E10.3 The City has the right to upgrade the Volume Standard for a Dwelling Unit at a Residential Dwelling Unit to a maximum of 600 litres for either or each of Garbage and Recyclables on request from the customer. In those circumstances, the Contract Administrator has the right to

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

- E10.4 Where the City approves a request by a customer at a Dwelling Unit for a Volume Standard upgrade, to a maximum 600 litres for either or both of Garbage or Recyclables, at a Residential Dwelling Unit the Contract Administrator has the right to provide additional or other Carts, to correspond with the applicable Dwelling Unit Volume Standard then in effect. In those circumstances, payments to the Contractor will be adjusted using the applicable Item described below, as shown in Form B: Prices:
- (a) Additional 240 litre Cart
  - (b) Upgrade to a 360 litre Cart
  - (c) Additional 360 litre Carts

## **E11. CHARITABLE INSTITUTION**

- E11.1 The Contractor shall, in respect of a Charitable Institution, Collect all Garbage and Recyclables set out for Collection and shall deliver the Materials to the Designated Facilities.
- E11.2 In respect of a Charitable Institution, the Contract Administrator has the right to provide 360 litre Carts, in lieu of 240 litre Carts.
- E11.3 Appendix I and Appendix J indicate, as of April 15, 2016, the Premises and the approximate numbers and size of Carts, for Garbage and Recyclables, for each Charitable Institution.
- E11.4 The City has the right to upgrade the Volume Standard for a Charitable Institution to a maximum of 600 litres for either or each of Garbage and Recyclables on request from the customer. In those circumstances, the Contract Administrator has the right to provide 360 litre Cart(s), in lieu of 240 litre Cart(s), that correspond with the applicable Charitable Institution Volume Standard then in effect.
- E11.5 Under this Contract, a single payment for Work in respect of a Charitable Institution is made, regardless of the number of Carts Collected and regardless there has been an upgrade within the Volume Standard.
- E11.6 The Contractor shall note that a Charitable Institution may require the Contractor to enter private property.
- E11.7 The Contractor shall note that Charitable Institution will require the Contractor to perform Collection using Automated Collection or Semi- Automated Collection.

## **E12. PLACE OF WORSHIP**

- E12.1 The Contractor shall, in respect of a Place of Worship, Collect all Garbage and Recyclables set out for Collection and shall deliver the Materials to the Designated Facilities.
- E12.2 In respect of a Place of Worship, the Contract Administrator has the right to provide 360 litre Carts, in lieu of 240 litre Carts.
- E12.3 Appendix I and Appendix J indicate, as of April 15, 2016, the Premises and the approximate numbers and size of Carts, for Garbage and Recyclables, for each Place of Worship.
- E12.4 The City has the right to upgrade the Volume Standard for a Place of Worship to a maximum of 600 litres for either or each of Garbage and Recyclables on request from the customer. In those circumstances, the Contract Administrator has the right to provide 360 litre Cart(s), in lieu of 240 litre Cart(s), that correspond with the applicable Place of Worship Volume Standard then in effect.
- E12.5 Under this Contract, a single payment for Work in respect of a Place of Worship is made, regardless of the number of Carts Collected and regardless there has been an upgrade within the Volume Standard.

E12.6 The Contractor shall note that a Place of Worship may require the Contractor to enter private property.

E12.7 The Contractor shall note that Place of Worship will require the Contractor to perform and to perform Collection using Automated Collection or Semi- Automated Collection.

### **E13. COMMERCIAL SMALL**

E13.1 The Contractor shall, in respect of a Commercial Small, Collect all Garbage and Recyclables set out for Collection and shall deliver all Materials to the Designated Facilities.

E13.2 In respect of a Commercial Small, the Contract Administrator has the right to provide 360 litre Carts, in lieu of 240 litre Carts.

E13.3 Appendix C and Appendix D indicate, as of April 15, 2016, the Premises and the approximate numbers and size of Carts, for Garbage and Recyclables, for each Commercial Small.

E13.4 The City has the right to upgrade the Volume Standard for a Commercial Small to a maximum of 600 litres for either or each of Garbage and Recyclables on request from the customer. In those circumstances, the Contract Administrator has the right to provide 360 litre Cart(s), in lieu of 240 litre Cart(s), that correspond with the applicable Commercial Small Volume Standard then in effect.

E13.5 Under this Contract, a single payment for Work in respect of a Commercial Small is made, regardless of the number of Carts Collected and regardless there has been an upgrade within the Volume Standard.

### **E14. COMMERCIAL VOLUME**

E14.1 The Contractor shall, in respect of a Commercial Volume, Collect all Garbage and Recyclables set out for Collection and shall deliver the Materials to the Designated Facilities.

E14.2 Appendix E and Appendix F indicate, as of April 15, 2016, the Premises and the approximate numbers and size of Carts, for Garbage and Recyclables, for each Commercial Volume.

E14.3 Under this Contract, a single payment for Work in respect of a Commercial Volume is made, regardless of the number of Carts Collected and regardless there has been an upgrade within the Volume Standard.

E14.4 The Contractor shall note that a Commercial Volume may require the Contractor to enter private property.

E14.5 The Contractor shall note that Commercial Volume will require the Contractor to perform to perform Collection using Automated Collection or Semi- Automated Collection.

### **E15. CITY OF WINNIPEG FACILITY**

E15.1 The Contractor shall, in respect of City of a Winnipeg Facility, Collect all Garbage and Recyclables set out for Collection and shall deliver the Materials to the Designated Facilities.

E15.2 Appendix G and Appendix H indicate, as of April 15, 2016, the Premises and the approximate numbers and size of Carts, for Garbage and Recyclables, for each City of Winnipeg Facilities.

E15.3 The Contractor shall note that a City of Winnipeg Facility may have multiple Service Points for the Collection of Garbage and Recyclables, and the Contractor shall collect from all Service Points at a City of Winnipeg Facility.

E15.4 Under this Contract, a single payment for Work in respect of a City of Winnipeg Facility is made, regardless of the number of Service Points at a City of Winnipeg Facility.

E15.5 The Contractor shall note that a City of Winnipeg Facility may require the Contractor to enter private property.

E15.6 The Contractor shall note that a City of Winnipeg Facility will require the Contractor to perform Collection using Automated Collection or Semi- Automated Collection.

#### **E16. MULTI-FAMILY BUILDING**

E16.1 The Contractor shall, in respect of a Multi-Family Building, Collect all Garbage and Recyclables set out for Collection and shall deliver the Materials to the Designated Facilities.

E16.2 Further to D2.6(e), in respect of a Multi-Family Building, the Contract Administrator has the right to provide 360 L Carts, in lieu of 240 L Carts.

E16.3 Appendix A and Appendix B indicate, as of April 15, 2016, the Premises and the approximate numbers and size of Carts, for Garbage and Recyclables, for each Multi-Family Building.

E16.4 The Contractor shall note that a Multi-Family Building may have multiple Service Points for the Collection of Garbage and Recyclables, and the Contractor shall Collect from all Service Points at a Multi-Family Building.

E16.5 Under this Contract, a single payment for Work in respect of a Multi-Family Building is made, regardless of the number of Service Points at a Multi-Family Building.

E16.6 The Contractor shall note that a Multi-Family Building may require the Contractor to enter private property.

E16.7 The Contractor shall note that Multi-Family Building will require the Contractor to perform Collection using Automated Collection or Semi- Automated Collection.

#### **E17. YARD WASTE**

E17.1 The Contractor shall, during the period of time declared by the City for the Collection of Yard Waste, Collect all Yard Waste set out for Collection.

E17.2 The City has the right to determine the period(s) of time during which Collection of Yard Waste will occur. For reasons including, but not limited to, variation in climatic and weather conditions (e.g. late spring thaw, flood, and snowfall), the start and end date for the Collection of Yard Waste may vary from year to year. Historically, the period of time for the Collection of Yard Waste has been approximately eight (8) months from approximately April to November.

E17.3 The Contractor shall deliver Yard Waste to the Compost Processing Site at Brady Road Resource Management Facility.

E17.4 Measurement of Yard Waste, for the purposes of payment, will be based on weights recorded on actual scale tickets issued by the scale at the Brady Road Resource Management Facility.

E17.5 Historical Collection of Yard Waste has shown that season peak volumes may occur in spring and fall, and the Contractor shall be required to have sufficient Collection Vehicles and staff to handle any increase in volumes of Yard Waste (see Appendix M and Appendix N for approximate monthly tonnages).

E17.6 Due to the unknown nature of composition of Yard Waste, including for reasons involving differing moisture content and material make-up, the City cannot accurately predict the quantity of Yard Waste to be collected.

E17.7 Where, in the reasonable opinion of the Contractor, Collection Containers for Yard Waste are considered unsafe so as to impede a reasonable and safe Collection, the Contractor shall comply with the requirements of E8.16.

## **E18. WALK-UP SERVICE**

- E18.1 The Contractor shall note that certain Dwelling Units require the Contractor to perform Collection in circumstances that require the Contractor to enter private property to retrieve Carts for the Collection of Garbage and Recyclables (“Walk-up Service”).
- E18.2 Without limiting the generality or application of any other term or condition of the Contract, the Contractor shall perform Walk-up Service in accordance with the following:
- (a) The Contractor shall enter private property to retrieve Carts set out for Collection;
  - (b) Following Collection, the Contractor shall return Carts to their respective original Service Point in the same manner as it was placed out by the customer for Collection.

This item is subject to liquidated damages as noted in E37.18.

- E18.3 Appendix K and Appendix L indicate, as of April 15, 2016, the Premises that require Walk-up Service.
- E18.4 Further to E2.6, the Contractor shall provide Walk-up Service to Dwelling Units as directed by the Contract Administrator.
- E18.5 The Contractor shall note that a Walk-up Service will require the Contractor to perform Collection using Semi- Automated Collection.
- E18.6 The Contractor shall note that security clearances shall be required under this Contract for any personnel entering private property while performing Walk-up Service as identified in B18.3(e).
- E18.7 The Contract Administrator shall identify Dwelling Units, which require Walk-up Service, and for which have more than one (1) Cart for either Garbage or Recyclables that require Collection. In those circumstances, the Contractor shall be paid for each such Walk-up Service that is provided.

## **E19. SURPLUS WASTE**

- E19.1 The Contractor shall Collect Surplus Waste when directed by the City, and shall deliver the Materials to the Designated Facilities.
- E19.2 Notification and direction to the Contractor in respect of Surplus Waste may be communicated via the 311 Customer Service Systems, or by the Contract Administrator via telephone, facsimile, electronic or other means acceptable to the Contract Administrator.
- E19.3 Without limiting or otherwise affecting any other term or condition of the Contract, Collection of Surplus Waste shall comply with the following:
- (a) The Contractor shall collect Surplus Waste, which has been properly placed out for Collection.
  - (b) The maximum amount of Surplus Waste per Premises is the equivalent to three regular-sized, plastic garbage bags which is considered to be 240 liters.
  - (c) The Contractor shall collect Surplus Waste as follows:
    - (i) The Contractor shall schedule Collection for, and shall Collect, Surplus Waste on the same applicable Collection Day as for Collection of Garbage and Recyclables;
    - (ii) Where a direction to Collect Surplus Waste is made more than 48 hours prior to the applicable Collection Day, Collection shall be made on the Collection Day; and where a direction to Collect Surplus Waste is made less than 48 hours prior to the applicable Collection Day, Collection shall be made on the next following Collection Day.
- E19.4 The Contract Administrator may, without cost to the City, cancel any direction made to collect Surplus Waste by providing not less than 48 hours’ notice prior to the applicable Collection Day.

## **E20. EXTRA WORK**

E20.1 Under this Contract, Extra Work includes:

- (a) area clean-ups at a designated location(s) (including removal of Materials as well as localized manual sweeping/raking of debris), and the delivery of same to the Designated Facilities;
- (b) special work not already included, to be provided on an hourly basis, which may include but not be limited to pilot projects, incidental, seasonal, remedial or continuous work. The Contractor, under direction from the Contract Administrator, shall commence hourly rate work within a reasonable length of time; and
- (c) extra work as authorized under D24.6(a).

E20.2 The Contractor shall, on written notice from the Contract Administrator, perform Extra Work at the location(s) and at the time(s) directed by the Contract Administrator in such notice. Extra Work shall be performed in accordance with the Contract.

## **E21. ADDITIONAL WORK OUTSIDE THE AREA**

E21.1 Under this Contract, Additional Work Outside the Area includes the Collection of Materials, from and in respect of Residential Dwelling Unit, Multi-Family Building, Commercial Small, Commercial Volume, City of Winnipeg Facility, Place of Worship, and Charitable Institution, that are located outside of the Area (but nevertheless within the limits of the City of Winnipeg), and delivery of the Materials to the Designated Facilities.

E21.2 The Contractor shall, on written notice from the Contract Administrator, perform Additional Work Outside the Area:

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

that are specified by the Contract Administrator in such notice.

E21.3 The hourly rate for Additional Work Outside the Area in Form B: Prices shall be based on a single Collection Vehicle with crew to perform applicable Work at an "all in" hourly rate for any and all Work associated with Additional Work Outside the Area.

## **E22. RECYCLABLES**

E22.1 Recyclables under the Contract include:

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

E22.2 The City has the right, from time to time, to add or delete to the list of materials, in E22.1, that are eligible to qualify as Recyclables.

E22.3 The Contractor is responsible to ensure that Carts containing obvious/visible Contamination are not Collected. The Contractor shall inform the Contract Administrator of all instances of Contamination or suspected cases of unauthorized use of Collection Containers.

### **E23. AUDIT OF MATERIAL**

E23.1 When required and as directed by the Contract Administrator, the Contractor shall assist the City with performing waste audits, on a regular basis. Assistance may include the separate Collection of Materials from designated Residential Premises and delivery of such Materials to a location for auditing purposes by the City or designate. Said works shall be performed at no additional cost to the City.

### **E24. INSPECTION**

E24.1 The City may, by its personnel, agents, or by the Contract Administrator, at any time and from time to time inspect and/or audit the Work and the performance thereof with or without the Contractor's knowledge, including, without limitation, inspections of the Area, Collection Vehicles, any buildings and vehicle contents. If any deviations from the requirements of the Contract exist, they will be noted, and the Contractor or representative will be notified, either verbally or in writing, of the corrective measures to be taken. Such inspections do not relieve the Contractor in any way from making independent inspections to ensure that the Work is being performed satisfactorily.

### **E25. DESIGNATED FACILITIES – GENERAL**

E25.1 The Contractor shall deliver Materials to the Designated Facilities.

E25.2 The Contractor is responsible for verification of the hours of operation of Designated Facilities.

E25.3 The Contractor may make a request to the Contract Administrator to extend the hours of operation of Designated Facilities. If the request is granted, the Contractor shall be charged a fee to extend the hours as required.

E25.4 At the Designated Facilities, the Contractor shall follow any instructions given by City personnel or its agents, including without limitation with respect to the location(s) of tipping areas to be used. This item is subject to liquidated damages as noted in E37.25.

E25.5 The Contractor shall comply with all rules and regulations, as same may be amended from time to time, for the Designated Facilities, including without limitation, speed limits, operational regulations, and safety policies and procedures. This item is subject to liquidated damages as noted in E37.21.

E25.6 Except as otherwise provided in the Contract, the Contractor is not responsible for payment of tipping fees at Designated Facilities.

E25.7 The Contractor shall take note that all loads received at the Designated Facilities may pass through radiation detectors as they enter the facility. In the event the radiation detectors are triggered, the Contractor shall follow all work practices and procedures as directed by City personnel or its agents in the handling of radioactive loads.

### **E26. DESIGNATED FACILITIES – GARBAGE AND SURPLUS WASTE**

E26.1 The Contractor shall deliver Garbage and Surplus Waste to the City of Winnipeg Brady Road Resource Management Facility located approximately one mile south of the Perimeter Highway (P.T.H. #100) at 1901 Brady Road. The hours of operation of this site are available on the City's website at [www.winnipeg.ca](http://www.winnipeg.ca).

## **E27. DESIGNATED FACILITIES – YARD WASTE**

- E27.1 The Contractor shall deliver Yard Waste to the compost site located at the City of Winnipeg Brady Road Resource Management Facility located approximately one mile south of the Perimeter Highway (P.T.H. #100) at 1901 Brady Road. The hours of operation of this landfill site are available on the City's website at [www.winnipeg.ca](http://www.winnipeg.ca).
- E27.2 Should the Contractor deliver Yard Waste containing Contamination, the Contract Administrator has the right to direct the Contractor to remove the Contamination from the Compost Site, and to dispose of such Contamination at a designated disposal area. The Contractor will be responsible for all costs associated with the removal, transport and placement of such Contamination, plus current Landfill Disposal charges. In the event that a dispute about what is Contamination, the Contract Administrator shall be the sole arbitrator and his/her decision is final.

## **E28. DESIGNATED FACILITY - RECYCLABLES**

- E28.1 The Contractor will deliver Recyclables to a Material Recovery Facility within the limits of the City of Winnipeg. The hours of operation of the Material Recovery Facility will coincide with the normal hours of the Collection.
- E28.2 The Contract Administrator reserves the right to alter the location(s) of a Material Recovery Facility(s) within the City of Winnipeg. Should the location of the Designated Facility for receipt of Recyclables be altered to another location within the boundaries of the City of Winnipeg, the Contractor shall not be entitled to any adjustment in compensation.
- E28.3 The Contractor shall secure scale tickets for all Recyclables delivered to a Material Recovery Facility(s). The Contractor shall submit to the Contract Administrator, not later than seven (7) Calendar Days after the last day of each month, a summary report of scale tickets displaying total weight, tare weight, payload weight, and date and time of each load, for the previous month.

## **E29. SERVICE STANDARDS**

- E29.1 The City of Winnipeg utilizes the City 311 Call Centre as a communication interface between the City and its customers.
- E29.2 Under this Contract the City 311 Call Centre, the Contract Administrator, and other authorized City departments, receive information and generate service requests. Service requests concern customer service requests/complaints involving the Work (each a "Customer Service Request"). Customer Service Requests are categorized into six (6) main categories:
- (a) Missed Collection - Service Deficiency;
  - (b) Missed Collection – Same Day Miss
  - (c) Damage or Theft – Service Deficiency
  - (d) Operator Standards
  - (e) Request for New Service; and
  - (f) Miscellaneous.
- E29.3 In respect of E29.2(a), E29.2(c) and E29.2(d) , Customer Service Requests that are categorized as "Missed Collection - Service Deficiency", "Damage or Theft- Service Deficiency", and "Operator Standards" include defective Work, improperly performed Work, Work that has not been performed and was/is required to be performed, any other default, contravention, or violation of the Contract , including without limitation, acts and omissions and negligence of the Contractor (each a "Service Deficiency"). Service Deficiencies are typically, but not limited to, instances of:
- (a) missed Collection;
  - (b) misplacing or damaging a Collection Container;

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

These items are subject to liquidated damages as noted in E37.15.

E29.4 Further to E29.2 and E29.3, Customer Service Requests received by the City 311 Call Centre will be electronically delivered to the Contractor via the 311 Customer Service System. The Contractor shall be required to electronically enter investigation notes to close off or reallocate the Customer Service Request in a manner acceptable to the Contract Administrator. The Contract Administrator shall provide the Contractor with a copy of Customer Service Requests, excluding those classified as Miscellaneous under E29.2(f).

E29.5 The Contractor acknowledges and agrees that any Customer Service Request generated by the City 311 Call Centre, the Contract Administrator, or by other authorized City departments, shall be prima facie evidence of Contractor liability for liquidated damages under the Contract.

### **E30. PROPERTY DAMAGE**

E30.1 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.

E30.2 The Contractor shall be liable for any and all damage or loss caused to any property (real or personal).

E30.3 Further to E8.27, where a Customer Service Request concerns a Service Deficiency involving damaged, destroyed or lost property, the Contractor shall:

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

This item is subject to liquidated damages as noted in E37.9.

E30.4 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.

### **E31. COLLECTION CONTAINER DAMAGE**

- E31.1 The Contractor shall not damage, misuse, destroy, lose or permanently remove Collection Containers.
- E31.2 The Contractor shall be liable for any and all damage or loss caused to any Collection Container during Collection.
- E31.3 The Contractor shall give notice to the Contract Administrator of any Collection Containers that are damaged, destroyed or lost during the Work.
- E31.4 Further to E8.27, where a Customer Service Request concerns a Service Deficiency involving a damaged, destroyed or lost Collection Container, or where the Contractor is otherwise aware of a damaged, destroyed or lost Collection Container, the Contractor shall:
- (a) not later than 24 hours from the time that the Contractor was aware, or was made aware, of damage to a Collection Container, the Contractor shall inspect and repair the Collection Container when required; and
  - (b) not later than 48 hours from the time that the Contractor was aware, or was made aware, of damage to a Collection Container, the Contractor shall report to the Contract Administrator the remedial action to be taken to repair the Collection Container; and
  - (c) repair any damaged Collection Container not later than the following applicable Collection Day which is applicable to the affected Service Point. Repairs may involve (without limitation) the following:
    - (i) broken or missing lids,
    - (ii) broken wheels,
    - (iii) broken or missing lift bars;
    - (iv) damaged or cracked bodies,
    - (v) Collection Containers deemed to be unsafe,
- This item is subject to liquidated damages as noted in E37.9.
- E31.5 If the Contractor is of the opinion that a Collection Container cannot be repaired, the Contractor shall give notice of same to the Contract Administrator.
- E31.6 The Contract Administrator shall have sole and final decision making authority to determine if a Collection Container is, or is not, capable of repair.
- E31.7 Further to E31.4, if the Contractor fails to repair a damaged Collection Container within the time required in E31.4(c), the City may repair or replace the damaged Collection Container and in those circumstances the Contractor shall be fully liable for and shall reimburse to the City any and all costs and expenses, as certified by the Director of the Water and Waste Department of the City of Winnipeg or designate (whose certificate in that respect shall be final and binding upon the parties), associated with such repair or replacement and such costs and expenses shall be paid by the Contractor to the City on demand by the City, or may be deducted from any payment owing from the City to the Contractor.
- E31.8 Further to E31.4, if the Collection Container is destroyed or lost, the Contractor shall be liable for and shall pay to the City the full costs and expenses incurred by the City to replace such Collection Container and such costs and expenses, as certified by the Director of the Water and Waste Department of the City of Winnipeg or designate (whose certificate in that respect shall be final and binding upon the parties), shall be paid by the Contractor to the City on demand by the City, or may be deducted from any payment owing from the City to the Contractor.
- E31.9 If a Collection Container is damaged, destroyed or lost by the Contractor, and if for any reason whatsoever such Collection Container is not repaired or replaced by the next Collection Day, the Contractor shall never-the-less Collect, and continue to Collect until such time as the Collection Container has been repaired or replaced, any Material that is set out for Collection by such customer.

### **E32. CONTRACTOR PERSONNEL AND FIELD OFFICE**

- E32.1 Further to C6.19, the Contractor shall at all times employ qualified and sufficient supervisory personnel to oversee the performance of the Work and to ensure the Work is performed safely and in accordance with the Contract.
- E32.2 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.
- E32.3 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.
- E32.4 The Contractor's Contract Manager and each Route Supervisor shall be equipped with a smart phone capable of email and voice mail.
- E32.5 The Contractor shall provide and maintain an office, furnished and equipped with such facilities, equipment and materials, that are necessary to meet and fulfil the requirements of the Contract, including, without limitation, computer hardware and terminals, internet and telephone communications and facilities, facsimile machine and Internet access. The Contractor's office shall be open during operating hours on Collection Days and shall be staffed by an experienced person.
- E32.6 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.
- E32.7 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.
- E32.8 Personnel engaged in the Work shall refrain from and shall not engage any and all horseplay and misconduct including, but not limited to:
- (a) dangerous driving ;
  - (b) profanity;
  - (c) excess noise.

### **E33. PERSONNEL TRAINING**

- E33.1 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.
- E33.2 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.
- E33.3 The Contractor shall ensure that personnel engaged in Collection, and in the handling of Materials, are fully trained in the Collection and handling of Materials including, but not limited to, the following:
- (a) scope of the Work;
  - (b) applicable standard operating procedures for the Work
  - (c) acceptable or unacceptable Materials under the Contract;
  - (d) customer service training for interaction with the general public and City;
  - (e) the City's current Solid Waste By-Law;

- (f) services standards as described in E29;
- (g) safety policies and procedures plus those of the Designated Facilities.

E33.4 The Contractor shall create and maintain complete and accurate records of and concerning the requirements of E33. 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 E33. The Contractor shall, at the City's request from time to time, provide copies of documentation related to safety, including without limitation:

- (a) copies of résumés, certification papers, training programs (including content), training records, and like documentation for any and all personnel engaged in the Work,
- (b) proof of motor vehicle licensing,
- (c) specifications and permits for all Equipment to be used in the Work, and
- (d) all other permits and licences obtained by the Contractor for the Work.

E33.5 The successful Proponent may recruit and train staff, but in no way shall the actions of the successful Proponent cause any disruption of service in respect of any other City contract concerning collection of Materials.

#### **E34. ACCIDENT REPORTING**

E34.1 The Contractor shall report to the Contract Administrator the occurrence, nature and apparent severity of all injuries suffered by personnel engaged in the Work.

E34.2 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.

#### **E35. DISMISSAL OF PERSONNEL**

E35.1 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.

E35.2 The Contractor shall forthwith comply with any direction given by the City or the Contract Administrator under E35.1 and If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person, in accordance with the Contract.

### **E36. ORGANICS PILOT PROJECT**

E36.1 The Contractor acknowledges that the City in its sole discretion may undertake during the term of the Contract, a pilot project concerning the collection and delivery of organic materials from Residential Dwelling Units. The City anticipates that the quantity of Residential Dwelling Units that would be included in such a pilot project would be approximately 5000 in each respective Area.

E36.2 The Contractor would be given a minimum one (1) year's notice to implement any pilot project concerning the collection and delivery of organic materials from Residential Dwelling Units.

E36.3 Organic material shall be collected by the Contractor from a type of Collection Container that has been approved for such use by the Contract Administrator and which are supplied by the City. Collection Containers for organic material will have design features to allow mechanical lifting and loading (North America Standards).

E36.4 Collection of organic materials would be undertaken in the geographic area(s) within the Area as directed by the Contract Administrator, shall occur on designated Collection Days directed by the Contract Administrator, and such Collection will be undertaken from the same Service Points as for Garbage and Recycling

E36.5 The City and Contractor would negotiate details and payment for any pilot project concerning the collection and delivery of organic materials in the applicable Area. All agreed upon details must be in writing and approved by the Contract Administrator in a supplemental agreement before the pilot project commences.

### **E37. LIQUIDATED DAMAGES SUMMARY**

E37.1 If any Equipment, including Collection Vehicles, is utilized for any purposes other than for the performance of the Work, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 1, plus any applicable tipping fees and related costs required under the Contract.

E37.2 If the Contractor fails to provide the number of Collection Vehicles specified and required in the Contract (including the number of Collection Vehicles proposed in the Contractor's Bid) on October 1, 2017, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 2.

E37.3 If the Contractor fails to provide and utilize the required number of Collection Vehicles as specified and/or required in the Contract (including the required number of Collection Vehicles specified in an approved Route Map and Schedule), the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 3.

E37.4 If the Contractor fails to provide Collection Vehicles that are new and with the applicable model number year and manufacturing year required in the Contract, the Contractor shall be liable for and shall pay liquidated damages calculated in accordance with Table 1 Reference 4.

E37.5 If the Contractor performs Collection before 7:00 a.m. or after 6:00 p.m. in contravention of the Contract, the Contractor shall be liable for and shall pay liquidated damages calculated in accordance with Table 1 Reference 5.

- E37.6 If the Contractor fails to provide a GPS/AVL/ RFID tracking system (including equipping Collection Vehicles as required in the Contract) meeting the requirements of the Contract (including as proposed in the Contractor's Bid) on October 1, 2017, the Contractor shall be liable for and shall pay liquidated damages calculated in accordance with Table 1 Reference 6.
- E37.7 If the Contractor removes a GPS/AVL/RFID system, de-activates a GPS/AVL/RFID system, or fails to have an operating GPS/AVL/RFID system, in a Collection Vehicle, the Contractor shall be liable for and shall pay liquidated damages calculated in accordance with Table 1 Reference 7.
- E37.8 If the Contractor fails to provide a daily Collection Vehicle 'on/off the road' report, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 8.
- E37.9 If the Contractor causes damage to any property (real or personal) including, without limitation Collection Containers, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 9.
- E37.10 If a (and for each) Dwelling Unit or Premise, as the case may be, in any rolling six (6) calendar month period, has an aggregate total number of Customer Service Requests that are Service Deficiencies concerning missed Collection that is three (3) or more, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with: Table 1 Reference 10.
- E37.11 If a Customer Service Request concerns a Service Deficiency, and the Contractor fails to remedy the Service Deficiency with 24 hours of notification to the Contractor of such Service Deficiency, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 11.
- E37.12 If the Contractor fails to notify the City within 48 hours of receipt of any Customer Service Request, the time, date, and service provided or remedy of the Service Deficiency, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1, Reference 12.
- E37.13 If the Contractor has between 21 and 40 missed Collections per Material type on a Collection Day, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 13.
- E37.14 If the Contractor has greater than 40 missed Collections per Material type on a Collection Day, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 14.
- E37.15 If a (and for each such respective Customer Service Request) Customer Service Request concerns a Service Deficiency (excluding Service Deficiencies for missed Collection), the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 15.
- E37.16 If a Customer Service Request concerns a Service Deficiency (excluding Service Deficiencies for missed Collection) and such Customer Service Request is not capable of remedy within 24 hours of receipt of such Customer Service Request, if:
- (a) the Contractor has not reported to the Contract Administrator within 48 hours' of the date by which the remedy will occur; or
  - (b) the Customer Service Request has not been remedied by the date required under (a) above,
- the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 16.
- E37.17 If the Contractor fails to affix a non-compliance notice (tag) to a Collection Container in contravention of the Contract, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 17.

- E37.18 If the Contractor fails to return a Cart, during Walk-up Service, to its respective original Service Point and in the same manner as it was placed out by the customer for Collection, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 18.
- E37.19 If the Contractor mixes Material of different types (e.g. mixes Garbage with Recyclables) in contravention of the Contract, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 19.
- E37.20 If the Contractor fails to clean and remediate any spills or leaks that occur during the Work and/or during Collection (solid or liquid substances), including without limitation liquid substances from Equipment in contravention of the Contract, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 20.
- E37.21 If the Contractor fails to comply with any applicable rule, regulation or policy for Designated Facility, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 21.
- E37.22 If the Contractor compacts Recyclables to a density greater than 200kg/m<sup>3</sup> (weight/volume of vehicle), the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 22.
- E37.23 If the Contractor employs or utilizes Manual Lifting in contravention of the Contract, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 23.
- E37.24 If the Contractor employs or utilizes Hand Bombing in contravention of the Contract, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with: Table 1 Reference 24.
- E37.25 If the Contractor fails to comply with any instructions at the Designated Facility, the Contract, the Contractor shall be liable for and shall pay to the City liquidated damages calculated in accordance with Table 1 Reference 25.
- E37.26 The liquidated damages set out in, E37.10, E37.11, E37.12, E37.13, E37.14, E37.15, E37.16, and E37.17 shall be effective beginning November 1, 2017.

**TABLE 1**

Reference Number	Description	Liquidated Damages
1	Utilizing Equipment, including Collection Vehicles, for purposes other than performing the Work.	\$1,000 per occurrence plus applicable tipping fees
2	Failure to provide required Collection Vehicles beginning October 1, 2017.	\$100 for each Collection Vehicle that is not provided, per day, for each day after October 1, 2017.
3	Failure to provide and utilize the required number of Collection Vehicles as specified and/or required in the Contract.	\$500 for each Collection Vehicle that is not provided, per day, for each day that the Collection Vehicle is not provided and utilized.
4	Failure to provide Collection Vehicles that are new and of the required model year and year of manufacture.	\$500 for each Collection Vehicle that is not provided, per day, for each day after October 1, 2017.
5	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
6	Failure to provide a GPS/AVL/ RFID tracking system (including equipping	\$100 for each Collection Vehicle per day for each day until supplied

	Collection Vehicles as required in the Contract).	
7	Removal, de-activation, or failure to have an operating GPS/AVL/RFID system.	\$100 for each Collection Vehicle per day for each day until remedied
8	Failure to submit a daily Collection Vehicle 'on/off the road' report	\$100 per occurrence
9	Damage to any property (real or personal).	\$100 per occurrence
10	For each Dwelling Unit or Premise as the case may be, in any rolling six (6) calendar month period, that has an aggregate total number of Service Deficiencies concerning missed Collection of three (3) or more.	\$50 per occurrence
11	For a Customer Service Request concerning a Service Deficiency that is not remedied within 24 hours of receipt.	\$100 per occurrence
12	Failure to notify the City within 48 hours of receipt, the time and date when the service/ remedy occurred.	\$100 per occurrence
13	Between 21 and 40 missed Collections per Material type on a Collection Day.	\$500 per Material type per day.
14	Greater than 40 missed Collections per Material type on a Collection Day.	\$1000 per Material type per day.
15	For a Customer Service Request concerning a Service Deficiency (excluding Service Deficiencies for missed Collection).	\$100 per occurrence
16	Failure to notify the City within 48 hours of receipt, the time and date when the service/ remedy will occur; or the Customer Service Request has not been remedied by the date required.	\$100 per occurrence
17	Failure to affix a non-compliance notice to a Collection Container.	\$100 per occurrence
18	Failure to return a Cart back to its original Service Point during Walk-up Service.	\$100 per occurrence
19	Mixture of Material types.	\$100 per address
20	Failure to clean and remediate any spills or leaks that occur during the Work and/or during Collection (solid or liquid substances), including without limitation liquid substances from Equipment.	\$100 per occurrence
21	Failure to comply with any applicable rule, regulation or policy for Designated Facility.	\$100 per occurrence
22	Compaction of Recyclables to a materials density greater than 200kg/m <sup>3</sup> (weight/volume of vehicle).	\$300 per occurrence
23	Manual Lifting in contravention of the Contract.	\$100 per occurrence
24	Hand Bombing in contravention of the Contract.	\$100 per occurrence
25	Failure to comply with instructions at the Designated Facility.	\$100 per occurrence

## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform the following portions of the Work:
- (a) any Work on private property;
  - (b) any Work within City facilities other than:
    - (i) in areas and at times normally open to the public;
  - (c) communicating with residents and homeowners in person or by telephone;
- F1.1.1 Each Individual shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his/her place of residence. Or
- F1.2 The following is a link to information for obtaining the Criminal Record Search certificate from the City of Winnipeg Police Service. [http://winnipeg.ca/police/pr/info\\_request.stm](http://winnipeg.ca/police/pr/info_request.stm)
- F1.2.1 The Criminal Record Search shall include a Vulnerable Sector Screening. This can be obtained by following the link below [http://winnipeg.ca/police/pr/info\\_request.stm](http://winnipeg.ca/police/pr/info_request.stm)
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- F1.2.2 The original Criminal Record Search Certificate (Form P-253) 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 Criminal Record Search Certificate (Form P-253) 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 Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.
- F1.4 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work specified in F1.1.
- F1.5 Any Criminal Record Search Certificate 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 criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work specified in F1.1.
- F1.7 Each individual proposed to perform the following portions of the Work:
- (a) Walk-up Service
  - (b) Route Supervisors
- Shall be required to obtain a Child Abuse Registry check from the Manitoba Child Abuse Registry.
- F1.8 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a satisfactory *Child Abuse Registry Self-Check – Information and Results*

obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.

- F1.9 Any individual for whom a Child Abuse Registry result is not provided, or for whom a Child Abuse Registry result indicates the subject is listed on the Manitoba Child Abuse Registry, will not be permitted to perform any Work specified in F1.1.
- F1.10 Any Child Abuse Registry result obtained thereby will be deemed valid for the duration of the Contract subject to a repeated Child Abuse Registry check as hereinafter specified.
- F1.11 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 Child Abuse Registry check. Any individual who fails to provide a satisfactory Child Abuse Registry result as a result of a repeated Child Abuse Registry check will not be permitted to continue to perform any Work specified in F1.1.

