



THE CITY OF WINNIPEG

TENDER

TENDER NO. 507-2025

SUPPLY AND MAINTENANCE OF RECYCLING AND GARBAGE CONTAINERS

TABLE OF CONTENTS

PART A - BID SUBMISSION

- Form A: Bid/Proposal
- Form B: Prices

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	1
B6. Substitutes	2
B7. Bid Submission	3
B8. Bid	3
B9. Prices	4
B10. Disclosure	4
B11. Conflict of Interest and Good Faith	4
B12. Qualification	6
B13. Opening of Bids and Release of Information	7
B14. Irrevocable Bid	7
B15. Withdrawal of Bids	7
B16. Evaluation of Bids	7
B17. Award of Contract	8

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Price Adjustment Provision	1
D4. Cooperative Purchase	2
D5. Definitions	3
D6. Contract Administrator	3
D7. Contractor's Supervisor	4
D8. Accessible Customer Service Requirements	4
D9. Supplier Code of Conduct	4
D10. Unfair Labour Practices	5
D11. Information Management	5

Submissions

D12. Authority to Carry on Business	7
D13. Safe Work Plan	7
D14. Insurance	7

Schedule of Work

D15. Commencement	8
D16. Delivery	8
D17. Liquidated Damages	8
D18. Supply Chain Disruption Schedule Delays	9

Control of Work

D19. The Workplace Safety and Health Act (Manitoba) - Qualifications	9
D20. Safety	9
D21. Environmental Cleanup	10
D22. Proof Of Delivery	10
D23. Deficiencies	10

D24. Orders	10
D25. Records	10
Measurement and Payment	
D26. Invoices	11
D27. Payment	11
D28. Payment Schedule	11
D29. Annual Review	11
Warranty	
D30. Warranty	12
Dispute Resolution	
D31. Dispute Resolution	12
Third Party Agreements	
D32. Funding and/or Contribution Agreement Obligations	13

PART E - SPECIFICATIONS

General	
E1. Applicable Specifications and Drawings	1
E2. Supply And Delivery Of Front Load Containers	1
E3. Supply And Delivery Of Roll Off Containers	3
E4. Maintenance Of Recycling And Garbage Containers	4
E5. On-Site Maintenance Of Recycling Of Recycling And Garbage Containers	4
E6. Welding Repairs	4
E7. Lid, Lid Rod And Lid Mechanisom Replacement Or Repairs	5
E8. Wheel Replacement	5
E9. Painting And Decal Replacement	5
E10. Lift Arm And Fork Pocket Repair/Replacement	5
E11. Latch Post Assembly And Ratchet Arm Repair/Replacement	5
E12. Off-Site Refurbishment Of Recycling And Garbage Containers	6
E13. Relocation Of Recycling And Garbage Containers	7
E14. Extra Work	7
E15. Recycling Depot Locations	7

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 SUPPLY AND MAINTENANCE OF RECYCLING AND GARBAGE CONTAINERS

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, June 10, 2025.
- B2.2 The Contract Administrator or the Manager of Purchasing may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

- B3.1 All enquiries shall be directed to the Contract Administrator identified in D6.1.
- B3.2 If the Bidder finds errors, discrepancies or omissions in the Tender, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.
- B3.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B4. CONFIDENTIALITY

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

B5. ADDENDA

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

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 The Bidder is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D6.

B6. SUBSTITUTES

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

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

B7. BID SUBMISSION

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

B8. BID

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

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

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

B9. PRICES

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

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

B9.1.2 Prices on Form B: Prices shall include:

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

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

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

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

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

B9.5.1 Bidders are advised that the calculation indicated in B16.4 will prevail over the Total Bid Price entered in MERX.

B10. DISCLOSURE

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

B10.2 The Persons are:

- (a) Maverick Industries – provided specifications for front load and roll off containers

B11. CONFLICT OF INTEREST AND GOOD FAITH

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

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

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

that could or would be seen to:

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

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

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

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

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

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

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

B12. QUALIFICATION

B12.1 The Bidder shall:

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

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

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

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

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B12.5 and D8).

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

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

B12.5 Further to B12.3(d), the Bidder acknowledges that they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available <https://accessibilitymb.ca/resources-events-and-training/online-training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

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

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

B13. OPENING OF BIDS AND RELEASE OF INFORMATION

B13.1 Bids will not be opened publicly.

B13.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.

B13.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.

B13.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B13.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B14. IRREVOCABLE BID

B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid.

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

B15. WITHDRAWAL OF BIDS

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

B16. EVALUATION OF BIDS

B16.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
- (c) Total Bid Price ;
- (d) economic analysis of any approved alternative pursuant to B6;

B16.2 Further to B16.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

- B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that they are qualified.
- B16.4 Further to B16.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B16.4.1 Further to B16.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B16.4.2 Bidders are advised that the calculation indicated in B16.4 will prevail over the Total Bid Price entered in MERX.
- B16.5 This Contract will be awarded as a whole.

B17. AWARD OF CONTRACT

- B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B17.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.
- B17.2.1 Without limiting the generality of B17.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with their own forces;
 - (d) only one Bid is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B17.3 Where an award of Contract is made by the City, the award shall be made to qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B16.
- B17.4 Further to Paragraph 6 of Form A: Bid and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B17.4.1 The Contract Documents, as defined in C1.1(p), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.
- B17.5 Following the award of contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of supply, delivery, refurbishment and maintenance of Recycling & Garbage containers and any other related items that may require repair and maintenance including but not limited to Front Load and Roll Off Containers for the period from August 1, 2025 until July 31, 2026, with the option of three (3) mutually agreed upon one (1) year extensions.

- D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

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

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

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

- (a) Supply and delivery of Recycling and Garbage Front Load Containers and Roll Off Containers as directed by the Contract Administrator;
- (b) On-site maintenance and repairs of Recycling and Garbage Front Load and Roll Off Containers as directed by the Contract Administrator;
- (c) Off-site refurbishment, maintenance and repairs of Recycling and Garbage Front Load and Roll Off Containers as directed by the Contract Administrator;
- (d) Relocation of Front Load Containers.

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

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

- D2.3.2 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of their actual operational requirements.

- D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. PRICE ADJUSTMENT PROVISION

- D3.1 The Contractor shall have the option prior to the start of the second (2nd) six (6) month period, to submit unit price adjustments (increase/decrease), which shall be verified by the index price posted on www.lme.com by the London Metal Exchange or approved equivalent. In order to substantiate price adjustment requests, the Contractor shall:

- (a) submit the request at least fifteen (15) Calendar Days prior to the end of the first (1st) six (6) month period;
- (b) submit only one (1) request per Contract period, to be submitted as per D3.1;
- (c) submit an Excel spreadsheet identifying the Form B: Prices items that are affected by the price adjustment with updated item pricing to be used for the second (2nd) six (6) month period; and
- (d) submit documentation that substantiates the Contractors request for a price adjustment. Acceptable documentation may include, but not limited to current pricing in North America for steel as it is used in this contract and posted on London Metal Exchange. Documentation should clearly indicate and compare the pricing from the start of the first six (6) month period to the most recent pricing posted.

D3.2 The percentage change will be calculated by taking the values representing the six (6) month period from August 1 of the previous year to January of the current year. The January (or most recent) price will be subtracted from the August price, divided by the August price and multiplied by 100 to convert the decimal results to a percentage.

D3.3 The start of the second (2nd) six (6) month period will be February 1st of each contract year.

D3.4 Price adjustments (increase/decrease) at the end of the first (1st) six (6) month period shall not be implemented by the Contractor without written approval of the Contract Administrator, which will not be reasonably withheld. Unit price adjustments shall become effective on February 1st of each contract year.

D3.5 The City reserves the right to terminate the Contract if agreement regarding unit price adjustments cannot be reached.

D4. COOPERATIVE PURCHASE

D4.1 The Contractor is advised that this is a cooperative purchase.

D4.2 The Contract Administrator may, from time to time during the term of the Contract, may approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D4.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.

D4.4 If any location of the potential participant is more than ten (10) kilometers beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.

D4.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.

D4.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:

- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods and/or services;
- (b) a participant may specify a duration of Contract shorter than the duration of this Contract;
- (c) a participant may specify that only some items under this Contract and/or less than their total requirement for an item is to be supplied under their contract; and
- (d) any additional delivery charge identified and accepted in accordance with clause D4.4 and D4.5 will apply.

D4.7 Each participant will be responsible for the administration of their contract and the fulfilment of their obligations under their contract. The City shall not incur any liability arising from any such contract.

D4.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D5. DEFINITIONS

D5.1 When used in this Tender:

- (a) **“Bumper Pads”** means a 10-gauge steel plate that protects the front of the Front Load Container from damage when being serviced;
- (b) **“Front Load Container”** means a container of steel construction with volume from 2 cubic yards (1.5 cubic meters) to 8 cubic yards (6 cubic meters), collected using an automated front-end loading commercial bin truck. Containers have two fork pockets on either side of the container to unload the container;
- (c) **“Off-Site Maintenance”** means removing the existing Front Load or Roll Off Containers from various sites and transport to the Contractor’s maintenance facility. After restoration, the Contractor will return the Container to its original location, or to a location designated by the Contract Administrator. Maintenance includes but is not limited to refurbishment of the Front Load and Roll Off Containers;
- (d) **“On-Site Maintenance”** means maintenance accomplished where the Front Load, Side Load or Roll Off Container is located. Maintenance includes but is not limited to: welding, graffiti removal, decal replacement, lid and rod repair;
- (e) **“Recycling Depot”** means an area used for the collection, sorting, and temporary storage of discarded materials which are taken elsewhere to be recycled;
- (f) **“Refurbishment”** means the major repair that restores the container to a condition satisfactory to the Contract Administrator;
- (g) **“Roll Off Container”** means a container of varying sizes that is designed to be loaded onto and unloaded from the frames of transport vehicles by mechanical means where the long rail of the container rides along the outside of the rail of the transport vehicle. A receiver on the lower front center of the container accepts the knuckle of the transport vehicle (a Type H container according to ANSI Z245.60 – 2008);
- (h) **“Supply Chain Disruption”** means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;

D6. CONTRACT ADMINISTRATOR

D6.1 The Contract Administrator is:

Allan Abraham, C.E.T.

Waste Diversion Specialist

Telephone No. 431-374-3632

Email Address. aabraham@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. CONTRACTOR'S SUPERVISOR

- D7.1 Further to C6.21, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in their employ.
- D7.2 Before commencement of Work, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D7.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D8. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

- D8.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.
- D8.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.
- D8.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
 - (b) providing reasonable accommodation;
 - (c) reasonably accommodating assistive devices, support persons, and support animals;
 - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
 - (e) inform the public when accessibility features are not available;
 - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
 - (g) providing adequate training of staff and documentation of same.

D9. SUPPLIER CODE OF CONDUCT

- D9.1 The Contractor has reviewed and understands the City's Supplier Code of Conduct. This document is located at: <https://www.winnipeg.ca/media/4891>
- D9.2 The Contractor agrees to comply with the Supplier Code of Conduct as it may be amended or replaced from time to time. The Contractor is responsible for periodically checking the above link for updates to the Supplier Code of Conduct. Contract signature on Form A: Bid/Proposal from the Contractor signifies agreement to the Supplier Code of Conduct which comes into effect once the Contract starts.
- D9.3 If there is a conflict between the Contract and the Supplier Code of Conduct – the Contract will prevail.

D10. UNFAIR LABOUR PRACTICES

- D10.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D10.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D10.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D10.4 Failure to provide the evidence required under D10.3, may be determined to be an event of default in accordance with C16.
- D10.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract, and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D10.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D10.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D10.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D10.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

D11. INFORMATION MANAGEMENT

- D11.1 The following provisions are in addition to any preceding obligations of confidentiality contained in this document. All requirements apply to the Contractor. Further, where the Services &/or Work is being provided by a third party (either by a Subcontractor or authorized third party reseller), the Contractor represents and warrants that it will ensure that the third party meets all of the relevant requirements of the Information Management clauses and will assume responsibility and liability for the third party's compliance or non-compliance.
- D11.2 The Contractor acknowledges that The Freedom of Information and Protection of Privacy Act ("FIPPA") and Personal Health Information Act ("PHIA") imposes obligations on the City to collect, store, use, disclose, and destroy "personal information", as that term is defined in FIPPA, ("Personal Information") in the strictest of confidence and in accordance with FIPPA and PHIA.

- D11.3 The Contractor:
- (a) Shall be deemed to be an Information Manager as that term is defined in FIPPA;
 - (b) Shall be responsible to ensure that all Personal Information is collected, stored, used, disclosed or destroyed only and strictly in accordance with the Contract; and
 - (c) Shall, in respect of all Personal Information, implement and comply with the security requirements, controls, policies, and standards set out in the Contract and the Specifications.
- D11.4 While this Contract is in effect, and at all times thereafter, the Contractor shall treat as confidential any and all Confidential Information which it acquires or that is collected, stored, used, disclosed or destroyed, or to which it is given access, or which in any other way it comes into possession or knowledge of, during the course of the performance of the Contract. For the purposes of this Contract, Personal Information shall be considered to be Confidential Information.
- D11.5 The Contractor shall comply with section 44.1 of FIPPA, and more generally, any collection, storage, use, disclosure or destruction of Personal Information by the Contractor shall be in compliance with FIPPA and PHIA.
- D11.6 Further to C23 of the General Conditions, all Confidential Information is and shall remain the property of the City.
- D11.7 The Contractor shall not disclose or appropriate to their own use, or to the use of any third party, all or any part of the Confidential Information without the prior written consent of the Contract Administrator. The Contractor shall not at any time make any public announcement, press release, or statement of fact or opinion regarding the Bid Opportunity, the Contract, the Work, the City, or the Confidential Information without the prior written consent of the Contract Administrator.
- D11.8 While this Contract is in effect and at all times thereafter the Contractor shall: (a) only collect, store, use, disclose or destroy the Confidential Information for the purposes expressly permitted by the City, and only to the extent necessary to perform its obligations under this Contract:
- (a) ensure that access to the Confidential Information is only provided or permitted a "need to know" basis, and that access, when given, shall be the minimum amount necessary to accomplish the task;
 - (b) not disclose or permit the disclosure of the Confidential Information or any copies thereof, whether in whole or in part, in any form or medium, to any third party, including Subcontractors or agents, without the prior written consent of the Contract Administrator;
 - (c) not reproduce any Confidential Information, in whole or in part, in any form or medium, without the express prior written consent of the Contract Administrator; and
 - (d) inform its Subcontractors of the obligations imposed upon it under this Contract and FIPPA and shall take whatever steps are necessary to ensure that all of its Subcontractors comply with those obligations, including (but not limited to) binding said Subcontractors to terms no less strict than those herein through written confidentiality agreements.
- D11.9 The Contractor shall put into place reasonable security arrangements, including administrative, technical, and physical safeguards that ensure the confidentiality and security of the Confidential Information. The standard of such security arrangements shall be the greater of:
- (a) the standards the Contractor has in place to protect its own confidential information; or
 - (b) the standards imposed on the Contractor by the Contract Administrator.
- D11.10 Upon becoming aware of any unauthorized use or handling of the Confidential Information (a "Confidentiality Breach"), the Contractor shall immediately notify the Contract Administrator in writing, take all reasonable steps to prevent the recurrence of any such Confidentiality Breach, and notify the Contract Administrator of said steps in writing.

- D11.11 Upon receiving a subpoena or other validly issued administrative or judicial order seeking Confidential Information, the Contractor shall provide the Contract Administrator with prompt notice thereof, deliver a copy of its proposed response to the Contract Administrator, and thereafter be entitled to comply with the demand to the extent permitted or required by law (unless the demand has been time-limited, quashed, or extended). The Contractor shall cooperate with the Contract Administrator in the defense of the demand, if so requested by the Contract Administrator.
- D11.12 The Contractor shall, and shall ensure its Subcontractors, comply with all directives issued by the Contract Administrator with respect to safeguarding or otherwise ensuring the confidentiality of the Confidential Information, and shall cooperate with the Contract Administrator so that the Contract Administrator can verify that the Contractor has complied, and is complying, with its obligations hereunder.

SUBMISSIONS

D12. AUTHORITY TO CARRY ON BUSINESS

- D12.1 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.

D13. SAFE WORK PLAN

- D13.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D13.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>
- D13.3 Notwithstanding B12.4 at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D14. INSURANCE

- D14.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- D14.2 Deductibles shall be borne by the Contractor.

- D14.3 All policies shall be taken out with insurers duly licensed to carry out business in the province of Manitoba.
- D14.4 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.
- D14.5 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D14.6 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

SCHEDULE OF WORK

D15. COMMENCEMENT

- D15.1 The Contractor shall not commence any Work until they are in receipt of a notice of award from the City authorizing the commencement of the Work.
- D15.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D12;
 - (ii) evidence of the workers compensation coverage specified in C6.18;
 - (iii) evidence of the insurance specified in D14;
 - (iv) the direct deposit application form specified in D27; and
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D16. DELIVERY

- D16.1 Goods shall be delivered on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to various locations within the City.
- D16.1.1 Goods shall be delivered within five (5) Business Days of the placing of an order.
- D16.2 The Contractor shall confirm each delivery with the Contract Administrator or their designate, at least one (1) Business Day before delivery.
- D16.3 Goods shall be delivered between 7:00 a.m. and 6:00 p.m. on Business Days.
- D16.4 The Contractor shall off-load goods as directed at the delivery location.

D17. LIQUIDATED DAMAGES

- D17.1 If the Contractor fails to perform the Work in accordance with the Contract Administrator's stated requirements under D2 and E3 of the Contract, the Contractor shall pay the City five hundred dollars {\$500} per Business Day for each and every Business Day following the day specified by the Contract Administrator on which the Work was to be performed until the failure is rectified.
- D17.2 The amount specified for liquidated damages in D17.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not perform the Work in satisfaction of the City's requirements for same.
- D17.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D18. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D18.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the delivery requirements and schedule identified in the Contract, in close consultation with the Contract Administrator.
- D18.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D18.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D18.4 For any delay related Supply Chain Disruption and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D18.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D18.5 The Work schedule, including the durations identified in D16 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D18.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

CONTROL OF WORK

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

- D19.1 Further to B12.3, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require updated proof of compliance, as set out in B12.3.

D20. SAFETY

- D20.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.
- D20.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.
- D20.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
 - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of their performance;
 - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
 - (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
 - (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
 - (f) fire hazards in or about the Work are eliminated;

D21. ENVIRONMENTAL CLEANUP

- D21.1 The Contractor is responsible for the immediate cleanup of any spillage or leakage of material from a container or the Contractor's equipment, including but not limited to, any spillage or leakage which occurs during the transporting of materials, which the City has not caused.
- D21.2 The material must be cleaned up, picked up, moved or otherwise remediated within three (3) hours of becoming aware of the spillage/leakage or a request from the Contract Administrator pursuant to D21.3, whichever is sooner.
- D21.3 In the event that the Contractor does not comply with D21.1 and D21.2, the Contractor will be considered in default of the Contract, and the City may clean up, pick up, move or otherwise remediate the material and all costs in this regard will be charged to the Contractor and deducted from his payment:
- (a) Serious and/or repeated defaults of this nature may be grounds for termination of the Contract.

D22. PROOF OF DELIVERY

- D22.1 If and when required by the Contract Administrator, the Contractor shall provide Proof of Delivery in the form of Site photos confirming Goods have been delivered or requested Services have been completed.
- D22.2 In the event that the Contractor does not comply with D22.1, the City reserves the right to reduce payment on the monthly invoice for Work with no Proof of Delivery.

D23. DEFICIENCIES

- D23.1 Further to C11.7, the Contract Administrator may order the Contractor to alter or improve their methods, to increase or improve their Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, performed satisfactorily; or
 - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.

D24. ORDERS

- D24.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

D25. RECORDS

- D25.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D25.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) username(s) and addresses.
 - (b) order date(s);
 - (c) delivery date(s); and
 - (d) description and quantity of goods supplied.
- D25.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D26. INVOICES

D26.1 Further to C12, the Contractor:

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

D26.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of each delivery or service;
- (c) address of each delivery or service;
- (d) quantity of goods delivered and/or type of service performed under the following categories:
 - (i) Garbage Supply and Delivery
 - (ii) Garbage Maintenance and Refurbishment
 - (iii) Recycling Supply and Delivery
 - (iv) Recycling Maintenance and Refurbishment
 - (v) Roll-Off Delivery, Maintenance or Refurbishment
- (e) each category will have its own section on the invoice with all work associated within the section, work performed at each address listed consecutively and then dates whenever work was completed per work item;
- (f) description of the work performed;
- (g) the amount payable with GST and MRST shown as separate amounts; and
- (h) the Contractor's GST registration number.

D26.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D27. PAYMENT

D27.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

D28. PAYMENT SCHEDULE

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

D29. ANNUAL REVIEW

D29.1 The unit prices specified on Form B: Prices will be adjusted on August 1st, 2026, based on the average percentage increase in the unit prices for the twelve (12) months of the Contract year August to July, based on the percentage change on the Statistics Canada Reference Table 18-10-0004-01, Manitoba, All Items (formerly 326-0020).

D29.2 The maximum annual adjustment shall not exceed a 3% increase.

WARRANTY

D30. WARRANTY

D30.1 Warranty is as stated in C13.

DISPUTE RESOLUTION

D31. DISPUTE RESOLUTION

D31.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D31.

D31.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D31.3 The entire text of C21.5 is deleted, and amended to read:

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

D31.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):

- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
- (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
 - (i) The Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
 - (iii) Department Head.

D31.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.

D31.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.

D31.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.

D31.4.1 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D31.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

THIRD PARTY AGREEMENTS

D32. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D32.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D32.2 Further to D32.1, in the event that the obligations in D32 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.
- D32.3 For the purposes of D32:
- (a) **"Government of Canada"** includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) **"Government of Manitoba"** includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D32.4 Modified Insurance Requirements
- D32.4.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all subcontractors and subconsultants and include twelve (12) months completed operations. The Government of Manitoba and their Ministers, officers, employees, and agents shall be added as additional insureds.
- D32.4.2 If applicable the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D32.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D32.4.4 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D32.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D32.5 Indemnification By Contractor
- D32.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for the Combined Provision of Goods and Services, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

- D32.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long-term obligation;

in relation to this Contract or the Work.

D32.6 Records Retention and Audits

- D32.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

- D32.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for the Combined Provision of Goods and Services, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D32.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D32.7 Other Obligations

- D32.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D32.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D32.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D32.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D32.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts,

unless the provision or receipt of such benefits is in compliance with such codes and the legislation.

D32.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6. The following are applicable to the Work.

E2. SUPPLY AND DELIVERY OF FRONT LOAD CONTAINERS

- E2.1 As per Appendix A & B, the dimensions for the Recycling and Garbage Front Load Containers shall be within:

Nominal Capacity	Nominal Dimensions	Lid
	Width x Depth x Height	
2 Cubic Yard Tub (1.5 m ³)	80.75" x 40.5" x 46.75"	31" x 34"
3 Cubic Yard Slant (2.25 m ³)	80.75" x 46.75" x 48"	36" x 47"
4 Cubic Yard Slant (3 m ³)	80.75" x 55.75" x 54.75"	36" x 47"
6 Cubic Yard Slant (4.5 m ³)	80.75" x 72.75" x 67"	36" x 58"
8 Cubic Yard Slant (6 m ³)	80.75" x 68.75" x 77"	36" x 58"
Custom 8 Cubic Yard Flat (6 m ³)	71" x 65" x 81" (with 58" x 4.5" rectangular cut- out with 11" diameter circle in middle)	36" x 58"

- E2.2 All Front Load Containers shall have the following specifications:
- (a) Floors shall be 10-gauge steel;
 - (b) Sides shall be 12-gauge steel;
 - (c) Fork Pockets shall be 3/16" gauge steel;
 - (d) Bumper Pads shall be 10-gauge steel;
 - (e) Each container shall be primed and painted using anti-corrosive, industrial enamels in the following colors:
 - (i) Blue (Recycling) - RAL5017
 - (ii) Grey (Garbage) - RAL7005
 - (f) Each container shall have two (2) black, polyethylene plastic lids. For reference, common brands that have been used:
 - (i) Duraflex® Product No. AA3156D
 - (ii) Westland Product No. RBL3156.
- E2.3 All Front Load Containers shall have slanted tops except the 2 Cubic Yard Tub, unless directed otherwise by the Contract Administrator.
- E2.4 All Front Load Containers shall have the following components to prevent rusting:

- (a) floor channels installed on the under sides so the majority of the bin floor is off the ground;
 - (b) drain holes with plug.
- E2.5 All Front Load Containers requiring wheels shall have phenolic castor wheels and a hardware kit that includes:
 - (i) four (4) – 120-millimetre (6”) diameter x 50-millimetre (2”) width phenolic castor wheels;
 - (ii) all necessary mounting brackets, fasteners and hardware to secure wheels to container to prevent damage during normal service;
- E2.5.1 Further to E2.5, wheels shall be available with locking brakes and without locking brakes.
- E2.6 The Contractor shall engrave a serial number tag on all new Front Load Containers, as approved by the Contract Administrator.
- E2.6.1 Further to E2.6, serial numbers for Garbage Front Load Containers shall start with COW-G-XXXX
- E2.6.2 Further to E2.5, serial numbers for Recycling Front Load Containers shall start with COW-R-XXXX
- E2.7 The Contractor shall affix self-adhesive, vinyl labels, supplied by the City to the Front Load Containers as noted below, and shown in Appendix C:
 - (a) Recycling:
 - (i) One (1) large Acceptable Materials decal;
 - (ii) One (1) large Acceptable Materials decal (French);
 - (iii) One (1) small Hazardous Material “Warning” decal;
 - (iv) One (1) small Hazardous Material “Warning” decal (French).
 - (b) Garbage:
 - (i) One (1) small Garbage decal;
 - (ii) One (1) small Garbage decal (French).
- E2.7.1 All decals must be positioned in a horizontal manner, with top corners equal distance from the top bar of the Container. All decals must be applied in such manner that is free of air bubbles, creases, rips or tears.
- E2.7.2 There are a limited number of decals therefore care must be taken when affixing decals so as not to damage any of them.
- E2.8 All Front Load Containers requiring a locking system shall be equipped with a chain style, manual locking mechanism to secure the lids by padlock to a secured loop on the bin.
- E2.8.1 Further to E2.7, straight-bar, gravity locking mechanisms shall be an option upon request by the Contract Administrator where applicable.
- E2.9 The Contract Administrator may request modifications to an 8 Cubic Yard Slant (6 m3) bins to accommodate recycling depot material placement. These would be a rectangular cut-out on the back side upper most area of each container to be sized 58” (w) x 4.5” (h) for flattened cardboard with an 11” diameter circular opening in the center of the cut-out for containers. The lid and locking system would need to be reversed from the regular specifications. Refer to Appendix B for detailed specifications.
- E2.10 All Front Load Containers shall be delivered or relocated to its destination as directed by the Contract Administrator.
- E2.11 The Contract Administrator may request shop drawings for the Front Load Container designs produced in this Contract to ensure they are consistent with current construction standards.

- E2.12 The Contract Administrator reserves the right to authorize any repairs, refurbishments and distribution of any pre-existing available inventory of Front Load Containers prior to the manufacturing, supply and delivery of any new containers by the Contractor.

E3. SUPPLY AND DELIVERY OF ROLL OFF CONTAINERS

- E3.1 The Contractor shall supply roll off containers in accordance with ANSI Compliance:
- (a) All Roll Off Containers shall meet the most recent versions of the ANSI Z245.30 Waste Containers – Safety Requirements and ANSI Z245.60 Waste Containers – Compatibility Dimensions.
 - (b) All Roll Off Containers shall be designed to the dimensional requirements for Type H Containers (dead lift roll-off) and shall have a multi-lift system compatible with both hook lift and cable lift systems.

- E3.2 The dimensions of the Roll Off Containers shall be within:

Approximate Nominal Capacity	Maximum Width	Maximum Height	Maximum Length	Minimum thickness of Bottom	Minimum thickness of Sides	Distance between rails
50yd	8'	7'	25'	7g (3/16")	10g	37"
30yd	8'	5'	22'	7g (3/16")	12g	37"

- E3.3 The Roll Off Containers shall have:
- (a) a built-in ladder in order to allow for inspection of the Container's contents;
 - (b) a ¼" Push Bumper at the front of the bin;
 - (c) three (3) hinges for the door;
 - (d) heavy duty 8" rollers with 1-1/2" pins;
 - (e) grease bushings in the rollers and hinges;
 - (f) grease nipples fitted to the hinges.
- E3.4 All seams shall be welded to meet current construction standard.
- E3.5 Each container shall be primed and painted using anti-corrosive, industrial enamels in the following colors:
- (a) Recycling RAL5017;
 - (b) Garbage RAL7005.
- E3.5.1 Further to E3.5, any rough edges produced by welds shall be ground smooth prior to painting.
- E3.5.2 The Contractor shall engrave a serial number tag on all new Roll Off Containers, as approved by the Contract Administrator.
- E3.5.3 Further to E3.5.2, serial numbers for Roll Off Containers shall start with COW-SS-XX where "SS" is the normal capacity of the container, and "XX" is a number starting at 60 representing the production date. For example, the 50 cubic yard Roll Off Container made will have a serial number of COW-50-60.
- E3.6 The Rear Gate Hook System shall be a latch post assembly with ratchet as per Appendix D.
- E3.7 The Contract Administrator may request shop drawings for the Roll Off Container designs produced in this Contract to ensure they are consistent with current construction standards.

- E3.8 The Contract Administrator reserves the right to authorize any repairs, refurbishments and distribution of any pre-existing available inventory of Roll Off Containers prior to the manufacturing, supply and delivery of any new containers by the Contractor.

E4. MAINTENANCE OF RECYCLING AND GARBAGE CONTAINERS

- E4.1 The Contractor shall maintain all Front Load Containers and Roll Off Containers acquired in this Contract as well as all existing City of Winnipeg owned Front Load and Roll Off Containers.
- E4.2 The Contractor shall not perform any On-site Maintenance or Off-site Refurbishments unless authorized by the Contract Administrator.
- E4.3 The Contractor shall perform On-Site Maintenance and Off-Site Refurbishment of the Front Load and Roll Off Containers in accordance with the requirements hereinafter specified.
- E4.4 Unless authorized by the Contract Administrator, Work shall be performed in a continuous manner until complete, without interruption.
- E4.5 The Contractor must inspect each Front Load and Roll Off Container for integrity prior to performing any restoration work. The Contractor must notify the Contract Administrator should any Container, in the opinion of the Contractor, is unusable or the proposed restoration costs are prohibitive.
- E4.6 Substitutions shall not be allowed unless pre-approval has been granted by the Contract Administrator.
- E4.7 The Contractor will perform repairs to all Containers prior to painting.
- E4.8 Time for breaks, mobilization and demobilization, down time or travel time shall be compensated as per the applicable work for all items in Form B: Prices. The Contractor shall not be entitled to any further compensation. This shall also apply to any Work performed under E8.
- E4.9 Should an on-site inspection be required prior to completing the repair, the Contractor will perform this inspection and charge the time it takes to complete as per Form B: Prices – Extra Work including fractions to one-quarter (1/4) of an hour, with added comment on the invoice stating, “Site Inspection”.
- E4.10 The Contract Administrator shall inspect all repairs immediately after restoration to ensure that the repairs meet specifications. Any repairs, which do not meet the approval of the Contract Administrator, shall be redone at the Contractor’s expense.

E5. ON-SITE MAINTENANCE OF RECYCLING OF RECYCLING AND GARBAGE CONTAINERS

- E5.1 The Contractor shall supply, repair and install parts as required by the Contract Administrator for any On-Site Maintenance.
- E5.2 Further to E5.1, all On-Site Maintenance shall be completed within three (3) Business Days.

E6. WELDING REPAIRS

- E6.1 For all welding repairs, the Contractor shall ensure the following:
- E6.2 the repair area is free of contaminants and existing paint prior to any welding;
- E6.3 all existing rough welds, edges and surfaces shall be ground off with an angle grinder in order to expose clean, bare metal;
- E6.4 all new welds are continuous for the length of each joint and free of cracks and overlap;
- E6.5 all new welds are made smooth and flush by filing and/or grinding;

E6.6 repaired areas must be primed and painted as specified in E2.2(e).

E7. LID, LID ROD AND LID MECHANISOM REPLACEMENT OR REPAIRS

E7.1 One unit of a lid replacement shall be two (2) halves.

E7.2 The Contractor shall supply and install all new lids for Front Load Containers unless otherwise directed by the Contract Administrator.

E7.3 Any hinge support brackets or lid rods that are bent shall be realigned.

E7.4 Any hinge support brackets or lid rods that are missing or broken shall be replaced.

E7.5 Damaged metal lids on Front Load Containers may be replaced with plastic lids as directed by the Contract Administrator.

E7.6 All locking mechanisms on Front Load Containers shall be repaired or supplied and installed as directed by the Contract Administrator.

E8. WHEEL REPLACEMENT

E8.1 The Contractor shall inspect Front Load Containers with phenolic castor wheels and will notify Contract Administrator should any wheels, in the opinion of the Contractor, be unsuitable.

E8.2 All bent or broken wheels shall be replaced with new wheels and hardware.

E9. PAINTING AND DECAL REPLACEMENT

E9.1 Prior to painting On-site, the Contractor shall ensure the area to be painted is properly cleaned and prepared for painting.

E9.2 Prior to painting On-site, the Contractor shall ensure the area to be painted is properly cleaned and prepared for painting.

E9.3 On-site painting of all exposed metal surfaces and graffiti removal shall be as specified in E2.2(e).

E9.4 The Contractor must affix self-adhesive, vinyl labels (supplied by the City) to the Front Load Containers as noted in E2.7.

E10. LIFT ARM AND FORK POCKET REPAIR/REPLACEMENT

E10.1 For all Front Load Container Lift Arm and Fork Pocket Repairs, the Contractor shall ensure the following:

E10.2 Any bent sections must be straightened;

E10.3 Existing and new surfaces must be primed and painted on all sides as specified in E2.2(e);

E10.4 Any cracks or broken welds must be repaired as per all specifications listed herein.

E10.5 The Contractor must notify the Contract Administrator should any Lift Arms or Fork Pockets, in the opinion of the Contractor, be unusable. The Contractor shall replace any unusable Lifts Arms or Fork Pockets with new Lift Arms or Fork Pockets.

E11. LATCH POST ASSEMBLY AND RATCHET ARM REPAIR/REPLACEMENT

E11.1 For all Roll Off Container Latch Post Assembly and Ratchet Arm Repairs, the Contractor shall ensure the following:

- E11.2 Any bent components of the Latch Post Assembly and Ratchet must be straightened;
- E11.3 Existing and new Latch Post and Ratchet Assemblies, components and hardware must be primed and painted on all sides as specified in E2.2(e);
- E11.4 All Ratchet Arm Assemblies shall be reattached with threaded fasteners (bolts) fabricated from stainless steel and conform to ASTM F593/F594 -Type 304;
- E11.5 Any missing bolts are to be replaced with threaded fasteners fabricated from stainless steel and conform to ASTM F593/F594 -Type 304.
- E11.6 The Contractor must notify the Contract Administrator should any components of the Latch Post Assembly and Ratchet Arm, in the opinion of the Contractor, be unusable. The Contractor shall replace any unusable Latch Post Assembly and Ratchet Arm components and hardware with new Latch Post Assembly and Ratchet Arm components and hardware.

E12. OFF-SITE REFURBISHMENT OF RECYCLING AND GARBAGE CONTAINERS

- E12.1 The Contractor will remove the Containers from their locations and transport to the Contractor's maintenance shop. After off-site refurbishments are completed, the Contractor will return the Containers back to the original location(s), or to a location(s) designated by the Contract Administrator.
- E12.2 The Contractor shall be responsible for all costs associated with the disposal of any of the containers contents that are present immediately prior to any repairs or refurbishments.
- E12.2.1 Further to E12.2, the Contract Administrator will arrange to have the containers emptied prior to Contractor pick-up. In the event this is not possible due to unforeseen circumstances, the Contractor will empty and dispose of contents. Compensation to the Contractor will be the reasonable time it takes to complete as per Form B: Prices – Extra Work including fractions to one-quarter of an hour.
- E12.3 Off-Site repairs shall be completed within five (5) Business Days. The off-site repair will be considered complete when the container is returned to its original location, or to a location designated by the Contract Administrator.
- E12.4 The Contractor is responsible for all site and traffic control during the loading and unloading process.
- E12.5 The Contractor will perform repair/refurbishment to existing Front Load Containers prior to painting. Repairs include, but not limited to:
 - (a) welding repair as described in E6;
 - (b) lid, lid rod and lid locking bar repair/replacement as described in E7;
 - (c) lift arm and fork pocket repair/replacement as described in E10;
 - (d) any material, labour not herein specifically mentioned or included, but which may be required to complete the refurbishment of the Front Load Containers, shall be supplied by the Contractor. All compensation will be as per Form B: Prices.
- E12.6 Should a new floor be required in order to restore a Front Load Container to a structurally sound condition, the Contractor shall advise the Contract Administrator of same and charge one (1) floor replacement per Container as per Form B: Prices.
- E12.7 The Contractor shall remove all Front Load Container lids before restorations to the Containers are performed.
- E12.8 The Contractor shall notify the Contract Administrator should any fork pockets, in the opinion of the Contractor, be unusable. The Contractor shall replace any unusable fork pockets with new fork pockets.

- E12.9 The Contractor shall sandblast all the exterior steel surfaces and parts of all Front Load Containers to completely remove the old paint.
- E12.10 The Contractor shall ensure all surfaces shall be properly cleaned and prepared prior to painting. Painting shall be performed in an atmosphere-controlled spray booth.
- E12.11 The Contractor shall paint all exposed metal surfaces on the exterior of the newly refurbished Front Load Containers including all new steel trim and fork pockets and install the respective decals in accordance with E9.
- E12.12 The Contractor will perform repair/refurbishment to existing Roll Off Containers prior to painting. Repairs include, but not limited to:
- (a) welding repair as described in E6;
 - (b) Latch Post Assembly and Ratchet Arm Repair/Replacement as described in E11.
- E12.13 Any material, labour not herein specifically mentioned or included, but which may be required to complete the refurbishment of the Roll Off Containers, shall be supplied by the Contractor. All compensation will be as per Form B: Prices.
- E12.14 All broken Roll Off Container Rollers shall be replaced with new Rollers and hardware as specified in E3.3:
- (a) All bushings in the rollers shall be greased upon roller repair/replacement;
 - (b) All Roller components including pins and hardware shall be reattached with fasteners (bolts) fabricated from stainless steel and conform to ASTM F593/F594 -Type 304 where applicable.

E13. RELOCATION OF RECYCLING AND GARBAGE CONTAINERS

- E13.1 The City may require the relocation of any Front Load Containers on occasion.
- E13.1.1 The relocation may require moving a Container(s) to and from a location within City limits, including to a designated storage location within City limits. The Contract Administrator will direct the Contractor when and where to relocate the Containers.
- E13.2 The Contractor is responsible for all site and traffic control during loading and unloading processes.
- E13.3 Suitable care should be taken at all locations as not to damage the surrounding surfaces, especially asphalt, while relocating/transporting the Containers.

E14. EXTRA WORK

- E14.1 Under this contract, Extra Work includes special work not already included, to be provided on a pre-negotiated, agreed upon hourly basis, which shall include an explanation of the time required to perform all remedial work such as panel dent repairs or hardware replacement. The Contractor, under direction from the Contract Administrator, shall complete the hourly rate work within five (5) Business Days or within a timeframe approved by the Contract Administrator.

E15. RECYCLING DEPOT LOCATIONS

- E15.1 The site locations of the Recycling Depots are as follows:
- (i) Pan-Am (Clinic) Poseidon Bay at Taylor Avenue
 - (ii) Waverley (City Yard) at 1539 Waverley Street
 - (iii) Magnus Eliason Community Center at 430 Langside Street
 - (iv) Brady 4R Winnipeg Depot at 1825 Brady Road
 - (v) Pacific 4R Winnipeg Depot at 1120 Pacific Avenue
 - (vi) Panet 4R Winnipeg Depot at 429 Panet Road

- E15.2 The Recycling Depots listed in E15.1 are operational as of the date that this Contract was posted. The City reserves the right to add or delete Recycling Depots within the boundaries of the City at any time as required during the term of the Contract.

