



THE CITY OF WINNIPEG

TENDER

TENDER NO. 128-2019

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

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

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

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, June 20, 2019.

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

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

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Tender, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

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 Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 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 D4.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Tender.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and 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 Substantial Performance and Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved 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 he/she wishes 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 his/her 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 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 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.
- B7.4 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.5 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Tender number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B7.5.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Tender number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.6 If the Bid is submitted by facsimile transmission, it shall be submitted to 204-949-1178.
- B7.6.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time or guarantee the successful receipt of a faxed Bid Submission.
- B7.7 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.8 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)
- B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

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 his/her own name, his/her 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 his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

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 11 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 his/her 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 his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

B8.4.2 All signatures shall be original.

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 C11.1.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

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).

B10. DISCLOSURE

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

B10.2 The Persons are:

- (a) N/A

B11. CONFLICT OF INTEREST AND GOOD FAITH

B11.1 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 its 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 its 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 its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

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 its sole discretion:

- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its 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 its 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 its 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 its 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, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

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; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have a sufficient number of their personnel certified by Manitoba Ozone Protection Industry Association Inc. (MOPIA) as per E6.6

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

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

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

B12.5 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.

B12.6 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 Bid Submissions will not be opened publicly.

B13.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Price (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B13.3 After award of Contract, the name(s) of the successful Bidder(s), their address(es) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

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 9 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 for the time period specified in Paragraph 9 of Form A: Bid.

B15. WITHDRAWAL OF BIDS

B15.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B15.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B15.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 11 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B15.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Bid until after the Submission Deadline has elapsed;
- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 11 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Bid withdrawn.

B15.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B14.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

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 Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any 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 his/her Bid or in other information required to be submitted, that he/she is 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.

B16.5 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 its own forces;
- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

- B17.3 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B16 .
- B17.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B17.4 Notwithstanding C4.1, the City may issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B17.5 The Contract Documents, as defined in C1.1(n)(ii), 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.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2019-01-15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the removal, collection, and recycling of appliances including those containing ozone depleting substances from September 1, 2019 until August 31, 2023, with the option of two (2) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within one hundred and eighty (180) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

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

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

- (a) Collection and recycling of appliances containing ozone depleting substances from the storage areas located at the 4R Winnipeg Depots located throughout the City of Winnipeg (as indicated on SWD-001).
- (b) Removal, collection, recycling and pick up of appliances containing ozone depleting substances from Residential Premises, Multi-Family Buildings and Commercial Small Locations.
- (c) Removal, collection, recycling and pick up of white goods at Residential Premises, Multi-Family Buildings and Commercial Small Locations.

D2.3 The Work shall be done in accordance with The Ozone Depleting Substances Act, (Regulation 103/94)

- (a) The Act can be seen at the following websites:
 - (i) <https://web2.gov.mb.ca/laws/statutes/ccsm/o080e.php>; and
 - (ii) <https://web2.gov.mb.ca/laws/regs/current/pdf-regs.php?reg=103/94>

D2.4 The Work shall be done on an "as required" and "as scheduled" basis during the term of the Contract.

D2.4.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.4.2 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.5 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2019.

D2.5.1 In the event that Council does not approve the annual budget for any year during this Contract, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon one hundred and twenty (120) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made against the City for damages of any kind resulting from the termination, including, but not limited to, on the ground of loss of anticipated profit on Work.

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

D3. DEFINITIONS

D3.1 When used in this Tender:

- (a) **"4R Winnipeg Depot"** means a site open to the public which receives all manner of materials residential customers wish to dispose with a focus on source separation and diversion;
- (b) **"Appliances Containing ODS"** means any appliances including but not limited to fridges, freezers, mini fridges, water coolers, air conditioners (central and window) and dehumidifiers;
- (c) **"Brady Road Resource Management Facility (BRRMF)"** formerly known as the Brady Road Landfill located at 1901 Brady Rd;
- (d) **"Bulky Waste"** means any White Good or household appliance that cannot fit into an authorized refuse collection cart that is located at a normal service location, or abandoned at a location direct by the Contract Administrator or User;
- (e) **"Commercial Small Locations"** means a commercial property that subscribes to City service, who produces a volume of less than six hundred litres (600L) of material for garbage collection each week;
- (f) **"MOPIA"** means Manitoba Ozone Protection Industry Association.
- (g) **"Multi-Family Buildings"** means a building that subscribes to City service, which is zoned for residential occupancy which contains eight (8) or more dwelling units or suites, including rooms or living quarters in a nursing or personal care home, not including a hospital;
- (h) **"Ozone Depleting Substances (ODS)"** means human made chemicals comprised of chlorine, fluorine, and bromine and are responsible for destroying the stratospheric ozone layer and are significant of global warming. Ozone depleting substances include, but are not limited to; chlorofluorocarbons (CFCs), halons, cholocarbons, hydrochlorofluorocarbons (HCFCs), hydro fluorocarbons (HFCs), perfluorocarbons (PFCs);
- (i) **"Residential Premises"** means a premise of part thereof, used as a place abode, up to and including seven (7) separate dwelling units, including charitable institutions and places of worship;
- (j) **"User"** means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (k) **"White Goods"** means large household appliances including but not limited to stoves, dishwashers, dryers, washers formerly finished in white enamel, but now often coloured.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Derek Goodman C.E.T.
Technologist II

Telephone No. 204-226-2107

Email Address: dgoodman@winnipeg.ca

D4.2 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.

D5. CONTRACTOR'S SUPERVISOR

- D5.1 Further to C6.19, 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 his/her employ.
- D5.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D5.2.1 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.

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

D7. NOTICES

- D7.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer.

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

- D8.1 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.

D9. INSURANCE

- D9.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;

- (b) Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D9.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D9.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

SCHEDULE OF WORK

D10. COMMENCEMENT

D10.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D10.2 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 D8;
 - (ii) evidence of the workers compensation coverage specified in C6.14; and
 - (iii) evidence of the insurance specified in D9.
 - (iv) evidence of certification with MOPIA as per E6.6
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D10.3 The Contractor shall not commence the Work on the Site before September 1, 2019.

D11. LIQUIDATED DAMAGES

D11.1 If the Contractor fails to remove ozone depleting substances from the appliances and/or the appliances at the 4R Winnipeg Depots as identified in with D2 and in accordance with the time frame specified in E5, the Contractor shall pay the City twenty five dollars (\$25.00) per Working Day per appliance for each and every Working Day following the day fixed herein until the Work is complete.

D11.2 The amount specified for liquidated damages in D11.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve the Work of the Contract.

D11.3 If the Contractor fails to pick up and remove the white goods and/or ozone depleting substances from Residential Premises, Multi-Family Buildings, and Commercial Small Locations as identified in D2 and in accordance with the time frame specified in E4, the Contractor shall pay the City one hundred dollars (\$100.00) per location.

D11.4 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D12. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D12.1 Further to B12.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B12.4.

D13. SAFETY

D13.1 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.

D13.2 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.

D13.3 The Contractor shall do whatever is necessary to ensure that:

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

D14. EMPLOYEE BEHAVIOUR AND SUPERVISION

D14.1 The Contractor shall provide adequate supervision of its employees and shall ensure that all such employees conduct themselves in a manner appropriate to people and shall without limitation ensure that employees:

- (a) behave in a courteous and polite manner (no profanity or excess noise) to City staff and other personnel;
- (b) do not smoke within a City facility, Residential Premises, Multi-Family Buildings, Small Commercial Locations, public properties, and schools;
- (c) obey all posted safety rules;
- (d) leave all furnishings, equipment etc. moved during the inspection and testing, in an "as found" condition at the completion of the work;
- (e) use their own radio(s) or telephones or cellular telephones necessary for on-site communication;
- (f) when in a secure facility, Contractor must ensure it is kept secure from entry by unauthorized persons.

D15. INSPECTION

D15.1 The City may, by its personnel, agents, or by the Contract Administrator, at any time and from time to time inspect and/or audit the Work and the performance thereof with or without the Contractor's knowledge, including, without limitation, inspections of the Area, Collection Vehicles, any buildings and vehicle contents. If any deviations from the requirements of the Contract exist, they will be noted, and the Contractor or representative will be notified, either verbally or in writing, of the corrective measures to be taken. Such inspections do not relieve the

Contractor in any way from making independent inspections to ensure that the Work is being performed satisfactorily.

D16. ORDERS

- D16.1 The Contractor shall provide a valid email address and a local 24 hour Winnipeg telephone number or a toll-free telephone number with voicemail at which orders for service may be placed. The Contractor shall be required to check the emails for orders for service daily and shall provide a response at this time. Voicemail must be activated, able to accept messages, and checked in (at minimum) regular daily intervals.
- D16.2 The City reserves the right to supply and install a computer terminal and associated software in the Contractor's office to directly receive service requests electronically for the duration of the Contract. The Contractor will be required to have a secure internet connection to complete the work order electronically and route to the City in order to complete the Service Request. The City will provide software application training during this process.

D17. RECORDS

- D17.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D17.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) User name(s) and addresses;
 - (b) order date(s);
 - (c) service date(s);
 - (d) description and quantity of services provided;
 - (e) type of appliances collected/work performed;
 - (f) the age of appliances collected;
 - (g) Refrigerant ODS Type;
 - (h) Amount of ODS removed/recovered;
 - (i) Receipt for appliances removed/recovered from the 4R Winnipeg Depot sites;
 - (j) Weight of residential goods, based on estimated average weights of units identified in contractors submission list;
 - (k) All correspondence with MOPIA, including reporting and certification.
- D17.3 The Contractor shall provide the Contract Administrator with an excel spreadsheet summary and an electronic copy of the records per D17.2 for each month attached with the invoices.

MEASUREMENT AND PAYMENT

D18. INVOICES

- D18.1 Further to C11, the Contractor shall submit an invoice for each portion of Work performed to:
- The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
- Facsimile No.: 204- 949-0864
Email: CityWpgAP@winnipeg.ca
- D18.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;

- (b) date(s) of provision of services;
- (c) location at which service was provided;
- (d) type and quantity of appliances collected;
- (e) 4R Winnipeg Depot receipts;
- (f) the amount payable with GST and MRST shown as separate amounts; and
- (g) the Contractor's GST registration number.

D18.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D18.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B7.**

D19. PAYMENT

D19.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D20. PAYMENT SCHEDULE

D20.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D21. WARRANTY

D21.1 Notwithstanding C12, Warranty does not apply to this Contract.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
SWD-001	4R Winnipeg Depot Locations and Collection Areas

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

E2. SERVICES

E2.1 The Contractor shall collect and recycle appliances and air conditioners containing ozone depleting substances from the 4R Winnipeg Depots in accordance with the requirements hereinafter specified.

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

E2.3 The Contractor shall collect and recycle appliances and air conditioners containing ozone depleting substances located at Residential Premises, Multi-Family Buildings and Small Commercial Locations qualifying for bulky waste collection under the terms of the City of Winnipeg Solid Waste By-Law No. 110/2012.

E3. CONTRACT QUANTITIES

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

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

- (a) The following tables show historic quantities collected for appliances and white goods for 2016 (note: in 2016 ODS appliances were collected from the BRRMF as the 4R Depots were not yet open), 2017 and 2018.

		Refrigerators	Freezers	Mini-Refrigerators	Water-Coolers	Air-Conditioners	Dehumidifiers	Stoves	Dishwashers	Washers	Dryers	Cancelled Pickups	Other	Totals	ODS Totals	White Goods
Jan-16	Brady	24	11	0	7	7	3	0	0	0	0	0	0	52	52	0
	Residential	7	9	1	1	0	0	9	18	9	5	23	1	83	18	41
Feb-16	Brady	28	14	1	13	23	0	0	0	0	0	0	1	80	79	0
	Residential	7	4	0	2	0	0	2	12	4	6	15	2	54	13	24
Mar-16	Brady	36	13	3	29	32	3	0	0	0	0	0	5	121	116	0
	Residential	9	7	1	0	0	1	2	15	7	3	23	0	68	18	27
Apr-16	Brady	70	31	0	27	33	13	0	0	0	0	0	1	175	174	0
	Residential	4	10	1	0	0	0	3	25	3	4	43	0	93	15	35
May-16	Brady	95	61	0	38	39	42	0	0	0	0	0	1	276	275	0
	Residential	12	8	1	1	2	2	6	16	6	1	35	1	91	26	29
Jun-16	Brady	68	33	14	27	77	23	0	0	0	0	0	0	242	242	0
	Residential	12	11	0	0	4	3	4	26	5	2	43	2	112	30	37
Jul-16	Brady	81	50	0	38	81	16	0	0	0	0	0	0	266	266	0
	Residential	6	4	0	0	2	0	7	9	4	3	40	1	76	12	23
Aug-16	Brady	81	40	0	65	69	27	0	0	0	0	0	0	282	282	0
	Residential	13	11	1	0	4	4	12	24	9	8	33	1	120	33	53
Sep-16	Brady	94	43	0	30	87	1	0	0	0	0	0	0	255	255	0
	Residential	13	12	2	0	2	1	6	13	8	3	46	2	108	30	30
Oct-16	Brady	99	49	0	33	99	0	0	0	0	0	0	0	280	280	0
	Residential	12	17	1	1	1	2	7	24	6	2	37	1	111	34	39
Nov-16	Brady	58	40	0	33	66	15	0	0	0	0	0	0	212	212	0
	Residential	14	16	4	0	3	1	9	17	7	2	33	1	107	38	35
Dec-16	Brady	36	13	0	43	30	0	0	0	0	0	0	0	122	122	0
	Residential	8	11	1	0	1	0	12	27	5	7	31	0	103	21	51
Total	Brady	770	398	18	383	643	143	0	0	0	0	0	8	2363	2355	0
2016	Residential	117	120	13	5	19	14	79	226	73	46	402	12	1126	288	424

		Refrigerators	Freezers	Mini-Refrigerators	Water-Coolers	Air-Conditioners	Dehumidifiers	Stoves	Dishwashers	Washers	Dryers	Cancelled Pickups	Other	Totals	ODS Totals	White Goods
Jan-17	4R	12	7	0	3	3	2	0	0	0	0	0	0	27	27	0
	Residential	7	3	4	1	0	1	2	18	4	1	13	1	55	16	25
Feb-17	4R	35	20	1	19	48	6	0	0	0	0	0	0	129	129	0
	Residential	5	5	0	1	0	1	4	17	3	4	19	0	59	12	28
Mar-17	4R	34	18	0	27	40	0	0	0	0	0	0	0	119	119	0
	Residential	10	6	3	0	1	0	6	23	8	5	40	1	103	20	42
Apr-17	4R	51	35	4	37	55	12	0	0	0	0	0	0	194	194	0
	Residential	8	7	2	0	0	0	5	15	5	1	30	0	73	17	26
May-17	4R	87	42	2	62	82	12	0	0	0	0	0	0	287	287	0
	Residential	4	11	1	1	3	1	7	14	5	1	30	0	78	21	27
Jun-17	4R	80	32	9	49	58	73	0	0	0	0	0	0	301	301	0
	Residential	8	3	1	4	3	3	9	24	2	4	58	0	119	22	39
Jul-17	4R	85	48	1	52	48	57	0	0	0	0	0	0	291	291	0
	Residential	8	10	4	1	2	1	1	18	4	4	44	0	97	26	27
Aug-17	4R	87	41	0	30	38	85	0	0	0	0	0	0	281	281	0
	Residential	20	15	0	0	4	2	6	16	5	4	38	0	110	41	31
Sep-17	4R	97	51	0	56	119	72	0	0	0	0	0	0	395	395	0
	Residential	11	7	3	0	0	2	3	7	5	5	30	2	75	23	20
Oct-17	4R	82	33	0	52	63	53	0	0	0	0	0	0	283	283	0
	Residential	8	13	3	0	5	3	6	10	5	9	37	1	100	32	30
Nov-17	4R	56	34	11	33	62	37	0	0	0	0	0	0	233	233	0
	Residential	10	11	0	0	2	1	9	13	6	6	36	0	94	24	34
Dec-17	4R	36	24	2	25	25	13	0	0	0	0	0	0	125	125	0
	Residential	5	6	0	0	0	0	9	19	4	2	25	0	70	11	34
Total	4R	742	385	30	445	641	422	0	0	0	0	0	0	2665	2665	0
2017	Residential	94	86	21	8	18	14	58	181	50	40	364	5	1033	265	363

		Refrigerators	Freezers	Mini-Refrigerators	Water-Coolers	Air-Conditioners	Dehumidifiers	Stoves	Dishwashers	Washers	Dryers	Cancelled Pickups	Other	Totals	ODS Totals	White Goods
Jan-18	4R	33	9	3	21	8	18	0	0	0	0	0	0	92	92	0
	Residential	3	7	1	0	0	0	6	16	6	4	32	0	75	11	32
Feb-18	4R	44	27	1	31	38	32	0	0	0	0	0	0	173	173	0
	Residential	3	4	1	0	1	0	2	7	4	0	17	1	40	9	13
Mar-18	4R	27	10	0	15	15	20	0	0	0	0	0	0	87	87	0
	Residential	2	5	0	0	0	1	3	9	5	0	20	0	45	8	17
Apr-18	4R	96	45	0	52	52	42	0	0	0	0	0	0	287	287	0
	Residential	4	1	0	0	0	0	6	12	2	0	24	0	49	5	20
May-18	4R	136	67	0	81	83	72	0	0	0	0	0	0	439	439	0
	Residential	8	8	0	0	0	0	5	8	4	3	41	0	77	16	20
Jun-18	4R	97	40	0	45	80	55	0	0	0	0	0	0	317	317	0
	Residential	8	3	0	0	2	0	4	10	6	2	27	0	62	13	22
Jul-18	4R	101	43	0	64	146	84	0	0	0	0	0	0	438	438	0
	Residential	12	9	1	0	2	1	6	10	7	2	23	0	73	25	25
Aug-18	4R	96	48	0	49	126	65	0	0	0	0	0	0	384	384	0
	Residential	6	5	0	0	3	0	3	12	6	5	20	1	61	14	26
Sep-18	4R	94	40	0	53	103	84	0	0	0	0	0	0	374	374	0
	Residential	10	7	2	1	0	3	4	10	5	1	23	1	67	23	20
Oct-18	4R	138	57	0	52	94	76	0	0	0	0	0	0	417	417	0
	Residential	6	12	0	1	1	0	1	19	5	2	22	0	69	20	27
Nov-18	4R	70	35	0	43	43	60	0	0	0	0	0	0	251	251	0
	Residential	6	6	0	0	0	1	1	11	0	3	29	0	57	13	15
Dec-18	4R	54	20	0	19	18	27	0	0	0	0	0	0	138	138	0
	Residential	7	7	0	0	0	0	3	18	3	2	19	0	59	14	26
Total	4R	986	441	4	525	806	635	0	0	0	0	0	0	3397	3397	0
2018	Residential	69	68	5	2	9	5	43	131	53	21	268	3	734	171	263

E4. APPLIANCE AND WHITE GOODS COLLECTION AT RESIDENTIAL PREMISIS, MULTIFAMILY BUILDINGS AND SMALL COMMERCIAL LOCATIONS

- E4.1 The Contract Administrator or Users will notify the Contractor of all required appliance and white goods removal by phone or electronic means on a weekly basis.
- E4.2 The Contractor shall collect the required appliances and white goods in accordance with the Collection Areas Drawing (SWD-001). Collections are scheduled for three (3) days a week, Tuesday, Wednesday, and Thursday, including all holidays except for Remembrance Day, December 25 and January 1 in which case the collection shall be performed on the scheduled collection day before or after the holiday. All requests for collection received forty-eight (48) hours prior to the next scheduled collection day shall be collected on that scheduled collection day. Requests received after this time period shall be collected on the following scheduled collection day.
- E4.3 If in the event the requested item is not located at the residential premise indicated on the service request at the time of collection, the Contractor shall supply a photo to be attached to the Service Request and indicate to the City that the collection was attempted but unsuccessful.
- E4.4 The Contractor shall collect the required appliances and white goods between the hours of 07:00 – 18:00.
- E4.5 The Contractor shall provide the City with an estimated weight of the ODS appliances and white goods as per D17.2(j).
- E4.6 The Contractor shall remove ozone depleting substances and the appliance from all residential properties, including all appliances that are contaminated (containing food substances or other materials within the appliance).
- E4.7 At the Contractor's option, the extraction of ozone depleting substances may occur at the pickup location. The appliance(s) may be moved directly to the 4R Winnipeg Depots' designated scrap

metal area by the Contractor once the approved sticker has been affixed to the appliance in accordance with E6.3 and E7.3.

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

E5. APPLIANCE COLLECTION AT 4R WINNIPEG DEPOTS

E5.1 The 4R Winnipeg Depots will be located in four (4) locations throughout the City of Winnipeg as noted on the Proposed 4R Locations (see SWD-001). The three locations that are operational are the 1777 Brady Rd, 429 Panet Rd and 1120 Pacific Ave locations. The fourth location is expected to become operational during the contract period.

E5.2 The Contractor shall remove all ODS (ozone depleting substances) appliances from the storage areas at the 4R Winnipeg Depots a minimum of twice (2) per week. Collections will be scheduled on Mondays and Fridays, including all holidays except for Remembrance Day, December 25 and January 1 and during 4R Winnipeg Depot operating hours. The Contract Administrator may direct the Contractor to remove appliances from the storage area on a more frequent schedule. The Contractor will respond within twenty four (24) hours after notification for appliance removal as identified in D11.1

E5.3 A receipt signed by the Site Supervisor or User must be completed prior to the Contractor leaving the 4R Winnipeg Depot locations, verifying the appliances removed. This receipt will be attached to the invoices and copies required that are issued to the Contract Administrator in accordance with D17.2 and D18.2.

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

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

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

E6. OZONE DEPLETING SUBSTANCES REMOVAL AND DISPOSAL

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

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

E6.3 After the extraction of ODS, the Contractor must affix a sticker, approved by the Province of Manitoba Department of Environment, to each appliance certifying that the ODS have been extracted. Copy of the records to be provided in accordance with D17.2.

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

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

E6.6 The Contractor shall have a sufficient number of their personnel certified by Manitoba Ozone Protection Industry Association Inc. (MOPIA) as determined by the Contract Administrator in order to Service Standards in accordance with E8. Record of updates shall be forwarded to MOPIA at the end of each month with copies to the City in accordance with D17.2. The

Contractor shall provide annual (June 1 of each term year) copies of certification and good standing with MOPIA.

E7. APPLIANCE AND WHITE GOODS RECYCLING

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

E8. SERVICE STANDARDS

- E8.1 One of the goals of the Solid Waste Services Division is to provide excellent service to its customers.
- E8.2 In order to determine the level of service being provided, the City operates a Call Center and tracks service deficiencies and other calls from its customers. Every call to the Call Center generates a request. For the purpose of this Contract, requests will be categorized into four (4) categories:
- (a) Service Deficiency;
 - (b) Call for Service;
 - (c) Same Day Miss; and
 - (d) Miscellaneous.
- E8.3 Service deficiencies are typically, but not limited to, instances of:
- (a) Missed collection;
 - (b) Dangerous driving;
 - (c) Poor employee behaviour;
 - (d) Damage to private or public property;
 - (e) Excessive noise; and
 - (f) Theft.
- E8.4 Where collection has not been provided in accordance with D2.2 and a Service Deficiency is generated, and there is no record of a notice being delivered, the Contractor will be notified of the service deficiency and shall return a second time to the location for collection at no additional cost to the City. The Contractor shall remedy the service deficiency within twenty-four (24) hours of receipt, and report back to the City within forty-eight (48) hours of receipt, the time and date when the remedy occurred.
- E8.5 The Contract Administrator shall provide to the Contractor a copy of every service request indicated above. The City will supply and install a computer terminal and associated software in the Contractor's office to directly receive service requests electronically. The Contractor will be required to respond to the work order and complete the service request electronically. The City

will provide software application training during this process. Installation for this equipment will be paid by the City. The Contractor will be responsible to supply an internet connection, printer, and paper and printer toner for this equipment at their cost.

- E8.6 Further to E8.2, where the Service Request was generated under circumstances beyond the control of the Contractor, the Contract Administrator, at his/her sole discretion, has the right to cancel Service Requests. This discretion will only be applied in a limited number of cases.