# THE CITY OF WINNIPEG

# REQUEST FOR PROPOSAL

**RFP NO. 1113-2018**

**PROVISION OF COLLECTION AND DISPOSAL OF BIOHAZARDOUS WASTE AND OTHER DEBRIS**

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# PART B - BIDDING PROCEDURES

## B1. CONTRACT TITLE

B1.1 PROVISION OF COLLECTION AND DISPOSAL OF BIOHAZARDOUS WASTE AND OTHER DEBRIS

## B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, June 10, 2019.

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

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

## B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

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

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

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

B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.

B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

## B4. CONFIDENTIALITY

B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

(a) was known to the Proponent before receipt hereof; or

(b) becomes publicly known other than through the Proponent; or

(c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal to the media or any member of the public without the prior written authorization of the Contract Administrator.

## B5. ADDENDA

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

B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B5.3 Addenda will be available on the 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 Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D5.

## B6. SUBSTITUTES

B6.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.

B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B6.4 The Proponent shall ensure that any and all requests for approval of a substitute:

(a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;

(b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;

(c) identify any anticipated cost or time savings that may be associated with the substitute;

(d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;

(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 Contract.

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 Proponent who requested approval of the substitute.

B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.

B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.

B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base 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 B20.

B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## B7. PROPOSAL SUBMISSION

B7.1 The Proposal shall consist of the following components:

(a) Form A: Proposal;

(b) Form B: Prices;

B7.2 The Proposal should also consist of the following components:

(a) Technical Plan (Section C) in accordance with B13; and

(b) References (Section D) in accordance with B14.

B7.3 Further to B7.1 all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.

B7.4 Proponents should submit one (1) unbound 8.5” x 11” original (marked “original”).

B7.5 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.

B7.6 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).

B7.7 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.

B7.8 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B7.9 Proposals shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B7.10 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

## B8. PROPOSAL

B8.1 The Proponent shall complete Form A: Proposal, making all required entries.

B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

(a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;

(b) if the Proponent is a partnership, the full name of the partnership shall be inserted;

(c) if the Proponent is a corporation, the full name of the corporation shall be inserted;

(d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B8.4 Paragraph 12 of Form A: Proposal shall be signed in accordance with the following requirements:

(a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;

(b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;

(c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;

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

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

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

## B9. PRICES

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

B9.1.1 Notwithstanding 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 Proposals.

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

B9.4 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 Proponents, by responding to this RFP, 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 Proponent or Key Personnel proposed for the Work has:

(a) other commitments;

(b) relationships;

(c) financial interests; or

(d) involvement in ongoing litigation;

that could or would be seen to:

(i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or

(ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;

(e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or

(f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B11.3 In connection with its Proposal, 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 Project;

(b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Project Manager; 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 Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

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 Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;

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

(c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B11.4 to avoid or mitigate a Conflict of Interest; and

(d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

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 Proponent shall:

(a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and

(b) be financially capable of carrying out the terms of the Contract; and

(c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

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

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

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

(a) have successfully carried out work similar in nature, scope and value to the Work; and

(b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and

(c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

(d) upon request of the Contract Administrator , provide the Security Clearances in accordance with PART F - .

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

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

B12.6 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

## B13. TECHNICAL PLAN (SECTION C)

B13.1 The Proponent should submit a Technical Plan which outlines in sufficient detail how effectively the Work will be accomplished.

B13.2 The Proponent should submit information to support the evaluation criteria noted in B20. It is recommended that the Technical Plan be submitted in the format noted below (which should include, but is not limited to the requirements noted below).

B13.3 Organization and Management - The Proponent should describe, how they will provide the staff necessary to perform all Services as specified in the Scope of Work D2.2 as it pertains to the team's organization, services to be managed, and confirmation of the Proponents resources, if and when required. The proponent may provide additional information.

(a) Proponents Overall Organization:

(i) Management and organizational structure of the Proponent including the roles and responsibilities of the staff who have management and supervisory positions with regard to the Contract. An organization Chart including the Contract Manager who is responsible for the overall management of the Work.

(b) Personnel data on key executives including resumes outlining relevant business experience and any other information that indicates the necessary skills. Personnel resumes to include job role, title, experience and length of time employed with the Proponent as they relate to the assigned roles and responsibilities.

(c) Team proposed to be assigned to this Contract:

(i) An outline indicating the number of personnel that would be utilized to carry out the services;

(ii) Scheduling of personnel.

(d) Monitoring of Staff:

(i) An outline of the Proponents intended methods to supervise and monitor the staff to ensure work performance adheres to the quality standards specified in this Proposal.

B13.4 Health & Safety - The Proponent shall describe how they will adhere to all health and safety measurers pertaining to accident prevention dealing with biohazardous materials and other debris. In addition, please provide the following (including but not limited to):

(a) Programs:

(i) A detailed description of the Health and Safety Program or practices currently in place, including training and monitoring of staff performance necessary to maintain a

healthy and safe working environment and adhere to all health and safety measures pertaining to accident prevention for biohazardous materials and other debris.

## B14. REFERENCES (SECTION D)

B14.1 The Proponent should submit three (3) References which will include the following:

(a) length of contract;

(b) contract value;

(c) contact name; and

(d) telephone number.

## B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B15.1 Proposals will not be opened publicly.

B15.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent and their address(es) 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/

B15.3 The Proponent is advised that any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B15.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B15.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

## B16. IRREVOCABLE OFFER

B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work for the time period specified in Paragraph 10 of Form A: Proposal.

## B17. WITHDRAWAL OF OFFERS

B17.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B17.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B17.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 12 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B17.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

(a) retain the Proposal until after the Submission Deadline has elapsed;

(b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 12 of Form A: Proposal; and

(c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Proposal withdrawn.

B17.2 A Proponent who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B16.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

## B18. INTERVIEWS

B18.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

## B19. NEGOTIATIONS

B19.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B19.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B19.3 If, in the course of negotiations pursuant to B19.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

## B20. EVALUATION OF PROPOSALS

B20.1 Award of the Contract shall be based on the following evaluation criteria:

| | | |
|---|---|---|
| (a) | compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) | qualifications of the Proponent and the Subcontractors, if any, pursuant to B12: | (pass/fail) |
| (c) | Total Bid Price; | 40% |
| (d) | Technical Plan; (Section C) | 40% |
| (e) | References; (Section D) | 20% |

B20.2 Further to B20.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B20.3 Further to B20.1(b) the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in his/her Proposal or in other information required to be submitted, that he/she is qualified.

B20.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B20.1(a) and B20.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B20.5 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B20.6 Further to B20.1(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.

B20.7 Further to B20.1(d), the Technical Plan will be evaluated on the completeness and reasonableness of the plan in accordance with information submitted information provided in the Proposal or in other information required to be submitted under B13.and will be evaluated upon completeness and reasonableness of the plan.

B20.8 Further to B20.1(e), References will be evaluated based upon a standard format of questions that will be asked of all references. Points will be allocated for the following general criteria:

(a) positive recommendation based on experience with the Proponent in the type of work described herein.

(b) points will be deducted for issues such as complaints and poor performance.

B20.9 Notwithstanding B20.1(d) and B20.1(e), where the Proponents fail to provide a response to B7.2(a) and B7.2(b) the score of zero may be assigned to the incomplete part of the response.

B20.10 This Contract will be awarded as a whole.

B20.11 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B18.

## B21. AWARD OF CONTRACT

B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B21.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.

B21.2.1 Without limiting the generality of B21.2, the City will have no obligation to award a Contract where:

(a) the prices exceed the available City funds for the Work;

(b) the prices are materially in excess of the prices received for similar work in the past;

(c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;

(d) only one Proposal is received; or

(e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B21.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.

B21.3.1 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

B21.4 Notwithstanding C4, the City may issue a purchase order to the successful Proponent in lieu of the execution of a Contract.

B21.5 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

C0.1.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix "**C**" designates a section, clause or subclause in the *General Conditions for Supply of Services*

# PART D - SUPPLEMENTAL CONDITIONS

## GENERAL

### D1. GENERAL CONDITIONS

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

### D2. SCOPE OF SERVICES

D2.1 The Work to be done under the Contract shall consist of collection and disposal of discarded biohazardous material on City of Winnipeg outdoor public spaced and right-of-ways and other bulky waste found in temporary homeless shelters for the period from August 1, 2019 until July 31, 2020*,* 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 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 1$^{st}$ 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) Biohazardous waste collection and disposal generated by 311 Service Requests on public spaces, bridges, streets and right-of-ways.

(b) Biohazardous waste collection and disposal of collection containers at specified locations.

(c) Collection and Disposal of bulky waste from temporary homeless shelters on public spaces.

(d) Extra work as required in accordance with E6.

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 Subject to C7.2, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

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

### D3. COOPERATIVE PURCHASE

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

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

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

D3.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the

written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.

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

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

(a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same 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 its total requirement for an item are to be supplied under its contract; and

(d) any additional delivery charge identified and accepted in accordance with clause D3.4 and D3.5 will apply.

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

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

**D4. DEFINITIONS**

D4.1 When used in this Request for Proposal:

(a) "**Proponent**" means any Person or Persons submitting a Proposal for Services;

(b) "**Area Cleanup**" means has the meaning given in E10.3;

(c) "**Biohazardous Waste**" means waste containing infectious materials or potentially infectious substances such as blood including but not limited to needles, sharps and other wastes that can cause injury during handling;

(d) "**Bulky Items**" means items in accordance with E5.1;

(e) "**Colleciton**" means the picking up and emptying of Materials into a Collection Vehicle;

(f) **"Collection Day"** means the Calendar Day on which a Collection is scheduled to occur;

(g) **"Collection Vehicle"** means a motor vehicle;

(h) **"Confidential Information"** means any and all property, material and information regardless of form, format, medium, of, related to, concerning, or resulting from, the Contract, including, without limitation information deemed sensitive or private under the laws of Manitoba or Canada, information about residents of the City, financial information, business information, technical information, business and marketing plans, information related to the City's employees, information related to the City's customers, data, and all other information, data and materials, provided by or for the City, or to which access is given, to the Contractor under or in respect of the Contract, and includes the Contract;

(i) **"Contract Manager"** means the person involved in Contract administration required to negotiate, support and manage the Contract;

(j) **"Customer Service Request"** has the meaning given in E14;

(k) **"Designated Facilities"** means the Brady Road Resource Management Facility, any designated Material Recovery Facility(ies) and any other designated waste management site directed by the City;

(l) **"Equipment"** means all apparatus, machinery, vehicles, tools and other things required for the performance and completion of the Work, and includes Collection Vehicles;

(m) **"Extra Work"** has the meaning given in E6;

(n) **"Service Deficiency"** has the meaning given in E14.3;

(o) **"User"** means a person, department or other administrative unit of the City authorized by the Contract Administrator to Work under this Contract;

(p) **"311 Customer Service System"** has the meaning given in E14.4.

## D5. CONTRACT ADMINISTRATOR

**D5.1 Proposal Submissions must be submitted to the address in B7.**

D5.1 The Contract Administrator is:

Derek Resch, C.E.T.
Supervisor of Public Service Operations

Telephone No. 204 986-8391
Email Address:. dresch@winnipeg.ca

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

**D5.3 Proposal Submissions must be submitted to the address in B7.**

## D6. CONTRACTOR'S SUPERVISOR

D6.1 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.

D6.2 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.

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

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

D7.1 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.

D7.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D7.3 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.

D7.4 A Contractor who violates any provision of D7 may be determined to be in breach of Contract.

## D8. NOTICES

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

## SUBMISSIONS

## D9. AUTHORITY TO CARRY ON BUSINESS

D9.1 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.

## D10. SAFE WORK PLAN

D10.1 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.

D10.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/safety/default.stm

## D11. INSURANCE

D11.1 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.

D11.2 Deductibles shall be borne by the Contractor.

D11.3 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.

D11.4 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.

D11.5 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.

## D12. SUBCONTRACTOR LIST

D12.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site.

## D13. EQUIPMENT LIST

D13.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at least two (2) Business Days prior to the commencement of any Work on the Site.

## CONTROL OF WORK

## D14. COMMENCEMENT

D14.1 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.

D14.2 The Contractor shall not commence any Work on the Site until:

(a) the Contract Administrator has confirmed receipt and approval of:
  (i) evidence of authority to carry on business specified in D9;
  (ii) evidence of the workers compensation coverage specified in C6.14;
  (iii) the Safe Work Plan specified in D10;
  (iv) evidence of the insurance specified in D11;
  (v) the Subcontractor list specified in D12; and
  (vi) the Equipment list specified in D13.

(b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D14.3 The Contractor shall commence the Work on the Site within forty-five (45) Working Days of receipt of the notice of award.

## D15. LIQUIDATED DAMAGES

D15.1 If the Contractor fails to achieve the Work of the Contract in accordance with the Contract by the day fixed herein the Contractor shall pay the City one hundred dollars ($100) per Working Dayfor each and every Working Dayfollowing the day fixed herein until the Work is complete.

D15.2 The amount specified for liquidated damages in D15.1 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.

D15.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## D16. ORDERS

D16.1 The Contractor shall provide an email address at which orders for service may be placed.

## 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); and

(d) description and quantity of services provided.

D17.3 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.

## D18. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D18.1 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.

## D19. DEFICIENCIES

D19.1 Further to C10.5, the Contract Administrator may order the Contractor to alter or improve his/her methods, to increase or improve his/her 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.

D19.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C18.7, all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.

D19.3 The City shall have the right to take possession of and use any of the Contractor’s material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof.

D19.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D19.2, is no longer required for the purposes of the Work, or that it is not in the best interest of the City to retain that Plant, Material or interest, it shall revert to the Contractor.

## MEASUREMENT AND PAYMENT

## D20. INVOICES

D20.1 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

D20.2 Invoices must clearly indicate, as a minimum:

(a) the City's purchase order number;

(b) date of delivery;

(c) delivery address;

(d) type and quantity of work performed;

(e) the amount payable with GST and MRST shown as separate amounts; and

(f) the Contractor's GST registration number.

D20.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D20.4 **Proposal Submissions must not be submitted to the above facsimile number. Proposals must be submitted in accordance with B7**.

## D21. PAYMENT

D21.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D21.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D21.3 Work under this Contract shall be measured on an hourly, per unit basis.

D21.4 The Contractor shall submit a monthly invoice to the Contract Administrator indicated in D5 showing the total number of hours provided in the month for each item.

## WARRANTY

## D22. WARRANTY

D22.1 Notwithstanding C12, Warranty does not apply to this Contract.

**FORM J: SUBCONTRACTOR LIST**
(See D12)

PROVISION OF COLLECTION AND DISPOSAL OF BIOHAZARDOUS WASTE AND OTHER DEBRIS

| Name | Address |
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**FORM K: EQUIPMENT**
(See D13)

PROVISION OF COLLECTION AND DISPOSAL OF BIOHAZARDOUS WASTE AND OTHER DEBRIS

1. Category/type:

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

2. Category/type:

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

3. Category/type:

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

**FORM K: EQUIPMENT**
(See D13)

PROVISION OF COLLECTION AND DISPOSAL OF BIOHAZARDOUS WASTE AND OTHER DEBRIS

4. Category/type:

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

5. Category/type:

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

6. Category/type:

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

Make/Model/Year: _____ Serial No.: _____

Registered owner: _____

# PART E - SPECIFICATIONS

## GENERAL

### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 Proponents 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. CONTRACT QUANTITIES AND LOCATIONS

E2.1 The attached Appendices listed below are for information only, and the City makes no warranty or guarantee with respect to any of the same;

(a) Appendix A is historic quantities collected for Needles and Sharps for the City of Winnipeg, for the years 2016-2018.

(b) Appendix B is the location of needles and sharps collection containers to be installed in specified parks. The City of Winnipeg will provide the needles and sharps containers which will be installed by the Proponent.

### E3. BIOHAZARDOUS WASTE COLLECTION AND DISPOSAL GENERATED BY 311 SERVICE REQUESTS IN PUBLIC SPACES, BRIDGES, STREETS AND RIGHT-OF-WAYS

E3.1 Further to E2, Biohazardous waste under this Contract shall include but is not limited to such as:

(a) needles;

(b) sharps;

(c) condoms;

(d) human feces.

E3.2 Biohazardous waste under this Contract does not include any of the items listed in E3.1 on private property.

E3.3 The City has the right, from time to time, to add or delete the list of materials in E3.1.

E3.4 Historical information on the number of 311 Service Requests is shown in Appendix A.

### E4. BIOHAZARDOUS WASTE COLLECTION AND DISPOSAL FROM COLLECTION CONTAINERS IN SPECIFIED PARKS

E4.1 Further to E2, Biohazard containers under this Contract include Biohazardous needles and sharps containers installed by the City of Winnipeg.

E4.2 Biohazardous containers under this Contract do not include any of the items listed in E4.1 on private property or other drop-off locations.

E4.3 Upon award of the Contract, nine regional parks will be selected as identified in Appendix B. Parks can be found at https://parkmaps.winnipeg.ca/ . One collection container will be placed in each park provided by the City of Winnipeg.

E4.4 Work shall be performed on a set Collection Day once per Calendar Week, per park, that occur on a Monday/Friday cycle, or as directed by the Contract Administrator.

E4.5 The City has the right to add, remove and/or relocate biohazardous waste collection containers during the term of the Contract.

## E5. COLLECTION AND DISPOSAL OF BULKY WASTE FROM TEMPORARY HOMELESS SHELTERS ON PUBLIC PROPERTY

E5.1 Further to E2, bulky waste under this Contract shall include but is not limited to items such as:

(a) tarps;

(b) shopping carts;

(c) mattresses;

(d) blankets;

(e) garbage.

E5.2 The City has the right, from time to time, to add or delete the list of materials in E5.1.

E5.3 Work shall be performed once, Monday-Friday, per site, or as directed by the Contract Administrator.

E5.4 The approximate average time per cleanup and disposal is three (3) hours per site.

## E6. EXTRA WORK

E6.1 Under this Contract, Extra Work includes:

(a) Repair/Replacement of hazardous material containers.

(b) Special work not already included, to be provided on an hourly basis. The Contractor, under direction from the Contract Administrator, shall commence hourly rate work in a timeframe agreed upon by the Contract Administrator and the Contractor.

(c) Extra Work shall be calculated in half hour increments.

## E7. THE CITY OF WINNIPEG'S RESPONSIBILITIES

E7.1 Provide the biohazardous containers for the regional parks locations as specified in E4.

E7.2 Meet with the Contractor to address any issues and concerns.

E7.3 Monitor the progress of the Contract and evaluate the effectiveness of the Contractor in meeting their requirements as specified in this Request for Proposal.

E7.4 Coordinate media, public and councillor responses.

E7.5 Refer all media inquiries related to the Work to the City's media inquiry line (204) 986-6000

## E8. PLANS, SCHEDULES AND INFORMATION

E8.1 After receiving notice of award and prior to the commencement of Work, the Contract Administrator shall provide the Contractor with a Pick-up Schedule for E4. It is expected that collections for E4 will not occur more than once per week throughout the year. Work for E3 and E5 will be on an as required basis generated by service requests.

E8.2 The City has the right, from time to time, to make changes to the Pick-up Schedule. The Contractor Administrator will give notice to the Contractor of any such changes not less than fourteen (14) Calendar Days prior to the effective start date for the change to the Pick-up Schedule. The Contractor shall, at no cost or expense to the City, comply with any such change to the Pick-up Schedule.

E8.3 Pick-up Schedules shall not be modified, altered or revised without the prior written consent of the Contract Administrator.

E8.4 Prior to the commencement of the Work, the City will provide the Contractor with a map in an electronic data format identifying the pick-up locations.

E8.5 The Contractor shall be responsible for the proper disposal of biohazardous waste at licensed facilities in accordance with legislative and regulatory requirements and examples of operational policies and guidelines including but not limited to listed below;

(a) Bio-medical Waste Sharps By-Law No. 6001/92

(b) The Occupational Health and Safety Act and WHMIS Regulations (Provincial).

(c) The Transportation of Dangerous Goods Act (Federal) and Dangerous Goods Act (Manitoba).

(d) Street Connections website at http://streetconnections.ca/content.php?navigation_id=2286.

(e) Other applicable Federal, Provincial or Municipal regulations.

(f) Any changes and/or additions during the term of the Contract.

## E9. EQUIPMENT AND SUPPLIES

E9.1 The Contractor shall provide all Equipment (including collection vehicles), all labour, materials (except for Needle and Sharps containers in specified areas E3.4 which will be supplied by the City), supplies and paperwork sufficient to perform and complete the Work on time and on a consistent basis.

E9.2 All Collection Vehicles on commencement of the Contract shall have a model number year and manufacturing year not earlier than 2010.

E9.3 The Contract Administrator shall approve the Contractor's Equipment, including Collection Vehicles, engaged in the Work which can be used for any purpose other than to perform the Work under City of Winnipeg collection Contracts.

E9.4 The Contractor shall at all times maintain and keep any and all Equipment in good working order.

E9.5 The Contractor shall have and implement a mitigation plan in case of an emergency affecting Collection Vehicles, including, without limitation, fire.

E9.6 Collection Vehicles, and all other Equipment used or employed in the Work, shall at all times comply with all applicable Federal, Provincial and Municipal laws and regulations at the request of the Contractor.

E9.7 The Contractor shall, on demand by the Contract Administrator, produce valid certificates of inspection issued by the applicable authority or other authorized agencies for any Equipment (including Collection Vehicles).

E9.8 The Contractor shall continually maintain and update the safety devices and safety equipment for any and all Equipment (including Collection Vehicles) to meet the required safety standards throughout the duration of the Contract.

E9.9 Collection Vehicles shall be properly constructed, maintained, and sufficiently enclosed to eliminate the depositing of any debris onto the streets during the performance of the Work.

E9.10 Collection Vehicles must be capable of functioning in extreme ambient temperatures of -40C to +40C and in all weather and climatic conditions.

E9.11 Collection Vehicles shall:

(a) be capable of manoeuvring through all widths of rights-of-ways.

(b) must remain within and on designated travel surfaces in all weather conditions. This includes conditions during winter when snowplowing and/or snow accumulations reduce the width of the traveling surface or change the physical location of the traveling surface.

(c) be capable of providing service to all roads without causing damage, how so ever caused, to any property (real or personal).

(d) The City may also require the Contractor to affix signs on the sides and/or the rear of any Collection Vehicle that proclaim messages of public interest or indicate any aspect of biohazardous programs/bulky waste pickup being carried on by the City. Such signs shall be paid for and supplied by the City. The City shall be responsible for costs associated with affixing such signage to a Collection Vehicle. The Contractor shall affix any such signage in a manner and position acceptable to the Contract Administrator.

(e) The Contractor shall keep Collection Vehicles in a clean and presentable condition, with limited visible rust and damage.

E9.12 It is the Contractor's responsibility to ensure that all needle and sharp containers are locked to prevent unauthorized tampering and maintain security for the key at all times. Keys shall not be shared with anyone other than the Contractor's assigned personnel without the previous written authorization of the Contractor Administrator.

## E10. COLLECTION METHOD – GENERAL

E10.1 The Work is to be implemented only within the City of Winnipeg boundaries.

E10.2 Further to E5, the Contractor shall include a localized sweeping/raking of debris at the location as directed by the Contract Administrator. Payment for said works is based on an hourly basis.

E10.3 The Contractor shall promptly clean and remediate any spills or leaks (solid or liquid substances) that occur during the Work, including, without limitation, spills or leaks from Equipment.

E10.4 The Contractor is responsible for the immediate clean-up and reporting of any spillage or leakage of material from any Equipment (including any Collection Vehicle) or container, including but not limited to, any spillage or leakage which occurs during the transporting of hazardous materials.

E10.4.1 Further to E9.5, the material must be cleaned-up picked up, moved or otherwise remediated within three (3) hours of becoming aware of the spillage or a request from the Contract Administrator, whichever is sooner. This item is subjected to liquidated damages as noted in D15.

E10.5 If, in the opinion of the Contract Administrator, the Contractor does not comply with E10.4.1 the City may clean up, pick up, move or otherwise remediate such material, and all such amounts, costs and expenses incurred by and/or paid the City as certified by the Director of Public Works of the City of Winnipeg or designate (whose certificate in that respect shall be final and binding upon the parties), shall be paid by the Contractor to the City on demand by the City, or may be deducted from any payment owing from the City to the Contractor.

E10.6 Spillages, leakages, biohazardous waste and materials shall be disposed of by the Contractor in accordance with applicable laws.

E10.7 The Contractor shall not obstruct any street, thoroughfare or sidewalk to any great extent than what is necessary to carry out a Collection.

E10.8 The Contractor shall take note that scavenging shall not be permitted at any time, and any single occurrence of scavenging shall be cause for the dismissal of any personnel directly or indirectly associated with scavenging.

E10.9 The Contractor shall be liable for and shall pay any and all fines, charges, penalties levied under E8.5 for illegal dumping/improper disposal of biohazardous waste and other debris.

E10.10 The Contractor shall, no later than 48 hours of the scheduled collection, provide to the Contract Administrator a report which indicates the reason a bulky waste, needles and sharp collection container pickup or biohazardous pickup could not be completed for any service request from the previous day. The report shall be submitted electronically in a form and content acceptable to the Contract Administrator, including but not limited to:

(a) address of the scheduled Collection,

(b) description of the reason Collection could not occur,

(c) photograph(s) of the Premise include the Service Point or Temporary Obstruction/Impassable Roadway,

(d) photograph(s) shall have a date and time stamp,

(e) photograph(s) shall be taken on the scheduled Collection Day at the time Collection was attempted.

E10.11 If the Contractor receives a notification (through the 311 Customer Service System or from the Contractor Administrator or otherwise) any time prior to 6 p.m. concerning a missed Collection that was scheduled for the previous day, such missed will be categorized as a Missed Collection.

E10.12 If the Contractor receives a notification (through the 311 Customer Service System or from the Contractor Administrator or otherwise) any time after 6 p.m., the Contractor has 24 hours to complete the notification.

E10.13 The Contractor shall note that if there are more than three (3) missed Collections on a day, liquidated damages will be assessed as noted in D15.

E10.14 If the missed service deficiency is not capable of remedy within 24 hours of receipt of notification, the Contractor shall:

(a) report to the Contract Administrator, within 24 hours of receipt of such notice, the date by which the remedy for the Missed Collection will occur; and

(b) remedy the Missed Collection by the date under as noted in (a).

These items are subject to liquidated damages as noted in D15 .

E10.15 Without limiting the generality or application of any other item or condition of the Contract, the Contractor shall monitor the progress and performance of the Work on and for each day, and shall notify the Contract Administrator in writing immediately upon becoming aware of any factors that could lead to failure in achieving 100% complete Collection for each day, and shall indicate in a plan, the remedial steps the Contractor is taking or intends to take to prevent and mitigate such failure. The Contractor shall implement any such mitigation plan without cost to the City.

E10.16 Without limiting the generality or application of any other term or condition of the Contract, if, at any time during the course of the Work, the rate of work and/or achieved progress are, in the opinion of the Contract Administrator, less than is required to enable the Contractor to achieve 100% complete Collection for each day, the Contract Administrator may order the Contractor to submit, in the form, content and in the time required by the Contract Administrator, a mitigation plan indicating the remedial steps the Contractor will take to prevent and mitigate such failure. The Contractor shall implement any such mitigation plan without cost to the City.

## E11. TRANSPORT OF SHARPS

E11.1 All sharps containers with used sharps in them must be locked in a secure location in the moving Collection Vehicle at all times.

E11.2 If space is limited to secure sharps containers, the Collection Vehicle must immediately proceed to appropriate designated location to dispose of sharps.

## E12. INSPECTION

E12.1 The City reserves the right to 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 Collection sites and Collection Vehicles. 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.

## E13. DESIGNATED FACILITIES

E13.1 The Contractor shall deliver Materials to the Designated Facilities.

E13.2 The Designated Facilities for Biohazardous materials must be authorized to accept needles and sharps and other biohazardous materials.

E13.3 The Designated Facilities for Bulky Waste shall be the City of Winnipeg Brady Road Resource Management Facility located approximately one mile south of the Perimeter Highway (PTH #100) at 1901 Brady Road. The hours of operation of this landfill site are available on the City's website at www.winnipeg.ca

E13.4 The Contractor is responsible for verification of the hours of operation of Designated Facilities.

E13.5 Except as otherwise provided in the Contract, the Contractor is responsible for payment of tipping fees at Designated Facilities.

## E14. SERVICE STANDARDS

E14.1 The City of Winnipeg utilizes the City 311 Call Centre as a communication interface between the City and its customers.

E14.2 Under this Contract the City 311 Call Centre, the Contract Administrator, and other authorized City Departments, receive information and generate service requests. Service requests concern customer service requests/complaints involving the Work (each a "Customer Service Request"). Customer Service Requests are categorized into four (4) main categories:

(a) Request for Service;

(b) Missed Collection – Service Deficiency;

(c) Operator Standards; and

(d) Miscellaneous.

E14.3 Further to E14.2(b) and E14.2(c), Customer Service Requests that are categorized as "Missed Collection – Service Deficiency" and "Operator Standards" include defective Work, improperly performed Work, Work that has not been performed and was/is to be performed, any other default, contravention, or violation of the Contract, including without limitation, acts and omissions and negligence of the Contractor (each a "Service Deficiency"). Service Deficiencies are typically, but not limited to, instances of:

(a) missed Collection;

(b) spillage;

(c) dangerous driving;

(d) profanity;

(e) behaviour unbecoming of an agent of the City;

(f) damage to private or public property;

(g) excess noise;

(h) Collection performed outside of Collection hours (7:00 a.m. to 10 p.m.) without prior consent from the Contract Administrator;

(i) Area Cleanup not performed within 24 hours of notification.

E14.3.1 These items are subject to liquidated damages as noted in D15.

E14.4 Further to E14.2 and E14.3, Customer Service Requests received by the City 311 Call Centre will be electronically delivered to the Contractor via the 311 Customer Service System. The Contractor shall be required to electronically enter investigation notes to close off or reallocate the Customer Service Request in a manner acceptable to the Contract Administrator. The Contractor will be required to submit a minimum of one (1) photograph supporting the Work performed for each Customer Service Request. The Contract Administrator shall provide the Contractor with a copy of Customer Service Requests, excluding those classified as Miscellaneous under E14.2(d).

E14.5 The Contractor acknowledges and agrees that any Customer Service Request generated by the City 311 Call Centre, the Contract Administrator, or by other authorized City departments, shall be acceptable evidence of Contractor liability for liquidated damages under the Contract.

## E15. PROPERTY DAMAGE

E15.1 The Contractor shall be liable for any and all damage or loss caused to any property (real or personal).

E15.2 Without limiting or otherwise affecting any other term or condition to the Contract, in the event of any damage whatsoever or howsoever caused, to any property (real or personal) by the Contractor or those for who it is responsible, the Contractor is and shall be fully liable and responsible for 100% of repairs and associated costs to repair or replace such damaged property to a condition that is equal to, or better than original condition and acceptable to the satisfaction of the Director of Public Works Department of the City of Winnipeg or designate. If such damaged or destroyed property is not repaired or replaced in the required manner within a required time of two (2) weeks, the City may repair or replace such damaged or destroyed property or employ or engage other contractors to repair or replace such damaged or destroyed property at such prices as the City may think proper to perform, and all such amounts incurred by and/or paid the City, as certified by the Director of Public Works of the City of Winnipeg or designate (whose certificate in that respect shall be final and binding upon the parties), shall be paid by the Contractor to the City on demand by the City, or may be deducted from any payment owing from the City to the Contractor.

## E16. CONTRACTOR PERSONNEL AND FIELD OFFICE

E16.1 The Contractor shall at all times employ qualified and sufficient supervisory personnel to oversee the performance of the Work and to ensure the Work is performed safely and in accordance with the Contract.

E16.2 The Contractor shall provide coverage of all personnel who require replacement due to vacations, illness, or other temporary absence. The Contractor shall immediately notify the Contract Administrator of all changes of key personnel.

E16.3 The Contractor shall ensure that all personnel, while on duty, wear neat, good condition, clean work uniforms. Uniforms shall be labelled in such a manner as to identify the employee as the Contractor's employee i.e. Contractor's name and logo.

E16.4 The Contractor's Contract Manager and Supervisor shall be equipped with a smart phone capable of email and voice mail.

E16.5 The Contractor shall provide and maintain an office, furnished and equipped with such facilities, equipment and materials, that are necessary to meet and fulfil the requirements of the Contract, including, without limitation, computer hardware, internet access, and telephone communication and facilities and facsimile machines.

E16.6 The Contractor shall ensure that all drivers/operators of motor vehicles (including without limitation Collection Vehicles) engaged in the Work possess appropriate Provincial driver's licensing. The Contractor shall supply confirmation upon request from the City.

E16.7 The Contractor shall ensure that their personnel conduct themselves in a manner which does not reflect adversely upon the City.

E16.8 Personnel engaged in the Work shall refrain from and shall not engage misconduct including, but not limited to:

(a) dangerous driving;

(b) profanity;

(c) excess noise.

## E17. PERSONNEL TRAINING

E17.1 All personnel in the Work shall be appropriately qualified, trained, skilled and experienced in their respective professions, trades or occupation. All personnel engaged in the Work shall be legally entitled to work in Canada.

E17.2 The Contractor shall provide proper, adequate, and continuous job training for all personnel engaged in the Work to ensure the Work is performed and completed in a safe and proper manner when dealing with biohazardous materials.

E17.3 The Contractor shall ensure that personnel engaged in Collection, and in the handling of Materials, are fully trained in the Collection and handling of Materials including, but not limited to, the following:

(a) scope of the Work;

(b) applicable standard operating procedures for the Work;

(c) all procedures pertaining to the handling, collection, transportation and unloading of biohazardous material;

(d) service standards as described in E14;

(e) safety policies and procedures plus those of the Designated Facilities.

E17.4 The Contractor shall create and maintain complete and accurate records of and concerning the requirements of E17. The Contractor shall allow the City access to the Contractor's records and documentation with 24 hours notice, to allow the City to confirm the Contractor's ongoing compliance with E17. The Contractor shall, at the City's request from time to time, provide copies of documentation related to safety, including without limitation:

(a) copies of resumes, certification papers, training programs (including content), training records, and like documentation for any and all personnel engaged in the Work;

(b) proof of motor vehicles licensing;

(c) proof that staff have had a vaccine for Hepatitis B;

(d) specifications and permits for all Equipment used in the Work; and

(e) all other permits and licences obtained by the Contractor for the Work.

## E18. ACCIDENT REPORTING/CLEANUP

E18.1 The Contractor shall report to the Contract Administrator the occurrence, nature and apparent severity of all injuries suffered by personnel engaged in the Work.

E18.2 In respect of all accidents involving collision, property damage, personal injury of a driver/operator of a motor vehicle (including Collection Vehicles), personal injury during the pickup of hazardous material, or member of the public, the Contractor shall, at the first opportunity, verbally report the same to the Contractor Administrator immediately following

contact with Police, Fire and Ambulance. The Contract Administrator will determine whether a City Representative(s) will attend the accident site. The Contractor shall provide a copy of its accident report to the Contract Administrator by no later than 10:00 a.m. the Calendar Day after the accident, including any required follow-up documentation.

E18.3 The Contractor shall respond to a hazardous material spill discovery within four (4) hours of notice from the Contractor Administrator for various spills during the course of the Work and contain the spill with qualified technicians and spill containment equipment and supplies. The City reserves the right to use its own forces, as and when required.

## E19. DISMISSAL OF PERSONNEL

E19.1 Further to C5, the City may require the suspension, discharge, or other disciplinary action of any personnel engaged in the performance of the Work, for any reasonable cause, including but not limited to:

(a) found in possession of under the influence of alcohol and/or mind-altering drugs;

(b) criminal actions;

(c) use of foul, profane, vulgar or obscene language or gestures, or other publicly offensive behaviour;

(d) solicitation of gratuities or tips from the public for services performed under this Contract;

(e) refusal to collect and/or handles biohazardous material or bulky waste for collection in accordance with this Contract;

(f) scavenging of material;

(g) malicious scattering or spilling of material;

(h) unauthorized Collection/combining of materials;

(i) unsatisfactory performance of responsibilities;

(j) unprofessional or unbusiness-like conduct;

(k) conduct that is inconsistent with the requirements of the Contract;

(l) misconduct or lack of care;

(m) incompetence or negligence;

(n) failure to conform with any provisions of the Contract; or

(o) conduct which is prejudicial to safety, health or the protection of people and the environment.

E19.2 The Contractor shall comply with any direction given by the City or the Contract Administrator under E19.1 and if appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person, in accordance with the Contract.

# PART F - SECURITY CLEARANCE

## F1. SECURITY CLEARANCE

F1.1 The following is a link to information for obtaining the Police Information Check from the City of Winnipeg Police Service. http://winnipeg.ca/police/pr/PIC.stm

F1.1.1 The Police Information Check shall include a Vulnerable Sector Screening. This can be obtained by following the link below http://winnipeg.ca/police/pr/PIC.stm

(a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;

F1.1.2 The original Police Information Check (Form P–612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:

(a) Provide the original Police Information Check (Form P–612) to the Contract Administrator.

F1.2 Prior to the award of Contact, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.

F1.3 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work specified in D2.

F1.4 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.

F1.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work specified in D2.

F1.6 Each individual proposed to perform the following portions of the Work shall be required to obtain a Child Abuse Registry check from the Manitoba Child Abuse Registry.

F1.7 Prior to the award of Contact, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a satisfactory *Child Abuse Registry Self-Check – Information and Results* obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.

F1.8 Any individual for whom a Child Abuse Registry result is not provided, or for whom a Child Abuse Registry result indicates the subject is listed on the Manitoba Child Abuse Registry, will not be permitted to perform any Work specified in D2.

F1.9 Any Child Abuse Registry result obtained thereby will be deemed valid for the duration of the Contract subject to a repeated Child Abuse Registry check as hereinafter specified.

F1.10 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Child Abuse Registry check. Any individual who fails to provide a satisfactory Child Abuse Registry result as a result of a repeated Child Abuse Registry check will not be permitted to continue to perform any Work specified in D2.

# PART G - APPENDIX A

## G1. HISTORICAL QUANTITIES

Historical quantities of 311 service requests for collection of Needles and Sharps for the City of Winnipeg for the years 2016-2018:

| Year | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **January** | **February** | **March** | **April** | **May** | **June** | **July** | **August** | **September** | **October** | **November** | **December** | **Yearly Total** |
| **2016** | 6 | 9 | 5 | 11 | 7 | 14 | 13 | 16 | 12 | 13 | 15 | 3 | 124 |
| **2017** | 8 | 24 | 37 | 38 | 31 | 28 | 33 | 39 | 24 | 35 | 24 | 18 | 339 |
| **2018** | 15 | 9 | 29 | 69 | 48 | 53 | 45 | 49 | 23 | 30 | 22 | 27 | 419 |

# PART G - APPENDIX B

## G1. LOCATIONS OF THE BIOHAZARDOUS CONTAINERS

(a) St Joseph Park
(b) Odowda Park
(c) Mayfair Park East
(d) Gerald Lynch Park
(e) Donald Street Bridge
(f) Maryland Street Bridge
(g) Spence Street End right of way
(h) William Whyte Park
(i) St John’s Park