



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 373-2005**

**PROVISION OF DEAD ANIMAL PICK-UP**

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## **PART B - BIDDING PROCEDURES**

### **B1. PROJECT TITLE**

B1.1 PROVISION OF DEAD ANIMAL PICK-UP

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, September 2, 2005.

B2.2 Bid Submissions 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 Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision 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 Bid Opportunity 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 Bid Opportunity 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. ADDENDA**

B4.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B4.2 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.

B4.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda shortly before submitting his Bid.

B4.3 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. SUBSTITUTES**

- B5.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 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.
- B5.4 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.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his 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.
- B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative shall base his 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 B13.
- B5.9 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.

**B6. BID SUBMISSION**

- B6.1 The Bid Submission consists of the following components:
- (a) Form A: Bid; and
  - (b) Form B: Prices.
- B6.2 All components of the Bid Submission 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 in ink, to constitute a responsive Bid.
- B6.3 The Bid Submission shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B6.3.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B6.4 Bid Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B6.5 Bid Submissions shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Branch  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

**B7. BID**

- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 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 own name, his 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 own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 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.
- B7.4 Paragraph 10 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 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 and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his 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.

B7.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.

B7.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.

B7.5 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 Submission and the Contract, when awarded, shall be both joint and several.

## **B8. PRICES**

B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B8.1.1 Notwithstanding GC.9.01(1), prices on Form B: Prices shall not include the Goods and Services Tax (GST), which shall be extra where applicable.

B8.2 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.

B8.3 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. QUALIFICATION**

B9.1 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;
- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;
- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work;
- (f) employ only Subcontractors who:
  - (i) are responsible and not suspended, debarred or in default of any obligation 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 Branch internet site at <http://www.winnipeg.ca/matmgt>); and
  - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract; and

- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba).

B9.2 The Bidder shall be prepared to 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.

B9.3 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.

## **B10. OPENING OF BIDS AND RELEASE OF INFORMATION**

B10.1 Bid Submissions will not be opened publicly.

B10.2 Within two (2) Business Day following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B10.3 After award of Contract, the name(s) of the successful Bidder(s) 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 Branch internet site at <http://www.winnipeg.ca/matmgt>.

B10.4 The Bidder is advised that any information contained in any Bid Submission may be released if required by City policy or procedures, The Freedom of Information and Protection of Privacy Act (Manitoba), or by other authorities having jurisdiction.

## **B11. IRREVOCABLE BID**

B11.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B11.2 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.

## **B12. WITHDRAWAL OF BIDS**

B12.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B12.1.1 Notwithstanding GC.7.06(2), 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.

B12.1.2 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 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B12.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:

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



- (b) open the Bid Submission to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B12.1.3(b), declare the Bid withdrawn.

B12.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B11.2 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.

### **B13. EVALUATION OF BIDS**

B13.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B5.

B13.2 Further to B13.1(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 if the interests of the City so require.

B13.3 Further to B13.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid Submission or in other information required to be submitted, that he is responsible and qualified.

B13.4 Further to B13.1(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.

B13.5 This Contract will be awarded as a whole.

### **B14. AWARD OF CONTRACT**

B14.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B14.2 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 responsible and qualified, and the Bids are determined to be responsive.

B14.2.1 Without limiting the generality of B14.2, 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.

- B14.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.
- B14.4 Notwithstanding GC.3.01 and GC.3.02, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B14.5 The Contract Documents, as defined in GC.1.01(7), 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**

### **C1. GENERAL CONDITIONS**

C1.1 The *General Conditions for Provision of Services* (Revision 1996 02 05) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for Provision of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for Provision of Services*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".

#### D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of locating, picking up and disposal of dead animals for the period of January 1, 2006 to December 31, 2008.
- D2.2 The major components of the Work are as follows:
- (a) Locating, picking up and disposing of animals from thoroughfares;
  - (b) Picking up and disposing of animals from the Animal Services Agency;
  - (c) When authorized pick up and dispose of animals from private property; and
  - (d) When authorized pick up and dispose of animals outside of regular hours.
- D2.3 The Work shall be done on an "as required" basis during the term of the Contract.
- D2.3.1 Work shall be performed between 8:00 a.m. and 8:00 p.m., every day of the year.
- D2.3.2 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.
- D2.3.3 Subject to GC.4.07, 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 The type and quantity of Work to be performed under this Contract is subject to the annual approval of monies in a budget by Council. The Contractor is advised that monies have been approved for Work up to and including December 31, 2005.

#### D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;

- (b) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Bids;
- (c) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (d) "**Working Day**" means any Calendar Day on which the Contract Administrator determines atmospheric and Site conditions are such that the Contractor is able to Work at least seven (7) hours.;
- (e) "**Site**" means the lands and other places on, under, in or through which the Work is to be performed.

#### **D4. CONTRACT ADMINISTRATOR**

D4.1 The Contract Administrator is:

Tony Roziere  
Supervisor of commodity Tax & Transportation  
Main Floor 185 King Street

Telephone No. (204) 986-4623

Facsimile No. (204) 949-1178

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 At the pre-commencement meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

#### **D6. NOTICES**

D6.1 GC.7.06 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

D6.2 GC.7.06 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.

D6.3 Further to GC.7.06, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.4, D6.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.

D6.4 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg  
Chief Administrative Officer Secretariat  
Administration Building, 3rd Floor  
510 Main Street  
Winnipeg MB R3B 1B9

Facsimile No.: (204) 949-1174

- D6.5 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

The City of Winnipeg  
Corporate Services Department  
Legal Services Division  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1  
Facsimile No.: (204) 947-9155

## **SUBMISSIONS**

### **D7. AUTHORITY TO CARRY ON BUSINESS**

- D7.1 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.

### **D8. WORKERS COMPENSATION**

- D8.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage 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) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
  - (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance.
- D9.2 Deductibles shall be borne by the Contractor.
- D9.3 The Contractor shall provide the Contract Administrator with a certificate of insurance of each policy at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.
- D9.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

### **D10. SECURITY CLEARANCE**

- D10.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence.

- D10.1.1 The Criminal Records Search shall include a Vulnerable Sector Search.
- D10.2 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform Work within City facilities or on private property.
- D10.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work within City facilities or on private property.
- D10.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- D10.5 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 criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform Work under the Contract within City facilities or on private property.

## **CONTROL OF WORK**

### **D11. COMMENCEMENT**

- D11.1 The Contractor shall not commence any Work until he is in receipt of a purchase order authorizing the commencement of the Work.
- D11.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence that the Contractor is 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;
    - (ii) evidence of the workers compensation coverage specified in D8;
    - (iii) evidence of the insurance specified in D9; and
    - (iv) the security clearances specified in D10.
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

### **D12. ORDERS**

- D12.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

### **D13. RECORDS**

- D13.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D13.2 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.

- D13.3 The Contractor shall provide the Contract Administrator with a copy of the records for each month within fifteen (15) Calendar Days of the end of that month.
- D13.4 The Contractor shall maintain a record of all dead animal pick-up requests received from the City for purposes of tracking and reporting on their status at any time upon request or as required herein. Information of particular interest is the location and the time and date for each request received, the type of animal retrieved (to the Contractor's best interpretation) and its actual retrieved location (as opposed to the originally reported description, if different).
- D13.5 Records shall be submitted monthly, with the invoice. Separate lists are to be provided for domestic and wild animals. Totals of each type of animal (e.g. rabbits, cats, dogs, deer, "no show", etc.) shall be shown on the monthly records. Authorization numbers for each authorized pickup shall be shown on the report.

## **MEASUREMENT AND PAYMENT**

### **D14. INVOICES**

- D14.1 Further to GC.9.01 and notwithstanding GC.9.03, the Contractor shall submit an invoice for the Work performed pursuant to each order.
- D14.2 Further to D6.3, the Contractor shall submit invoices to the locations designated at the time of ordering.
- D14.3 Invoices must clearly indicate, as a minimum:
- (a) the City's order number;
  - (b) date(s) of provision of services;
  - (c) location at which service was provided;
  - (d) type and quantity of services provided;
  - (e) the amount payable with GST and MRST shown as separate amounts; and
  - (f) the Contractor's GST registration number.
- D14.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

### **D15. PAYMENT**

- D15.1 Further to GC.9.01 and GC.9.03, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.



## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. GENERAL**

E1.1 These Specifications shall apply to the Work.

#### **E2. SERVICES**

E2.1 The Contractor shall locate, pickup and dispose of all dead animals identified for removal from all public areas and thoroughfares within the boundaries of the City in accordance with the requirements hereinafter specified.

E2.2 The Contractor shall also pick up and dispose of all dead animals from the Animal Services Agency.

E2.3 The Contractor shall be prepared to carry out the Work under all weather and travel conditions-- the only exception being in the case of an act of God (such as a flood, or an exceptionally heavy snowfall) which prevents the carrying out of the service. However, even in such cases, areas which are able to be serviced shall be serviced. Service may be temporarily postponed only after notifying the Contract Administrator. Should a temporary postponement of service be required, service must be resumed at the earliest possible time following the postponement, or as stipulated by the Contract Administrator.

E2.4 The Contractor shall be available on an "on-call" basis for the hours described below, 365 days per year, and be reachable by a Winnipeg local telephone.

E2.5 The Contractor shall pick up dead animals between 08:00 hours and 20:00 hours, and shall respond within two hours of notification by the City. Calls received between 20:00 hours and 08:00 hours shall be paid for at the unit price for after hours pickup. The Contractor shall call back to advise the City as soon as the pick-up is made. Delays of more than two hours after notification by the City will be noted and recorded as a service deficiency where appropriate.

E2.6 Dead animals are not normally picked up from private property. Pick-ups from private property will be paid for at the unit price for Pick-ups - Private Property. Only pick ups authorized in advance of the Work being done will be paid for.

#### **E3. DOMESTIC ANIMALS SPECIAL REQUIREMENTS**

E3.1 Because pick-ups often involve pets, there is a particular need to document and transfer vital information on domestic animals that are picked up under this Work. The City will provide a form identifying the information required, and includes the initial pick-up request information for reference, and several important pieces of information on the services provided for each domestic animal collection event. The actual pick-up location is desired--if different than the original request; the actual date of disposal is of critical importance to some citizens, as is the absolute identification where special measures were taken by owners for this purpose. Accordingly, the type of identification is required -- i.e., name tags, collars, tattoos, microchip implants, license tags, ornamental clothing or other -- as well as the information contained thereon. In addition, a description of the animal (size, hair, colouring, etc.) is required on the form. The City will provide the scanner to the Contractor at no charge. Every domestic animal shall be scanned. Training will be provided by animal Services Agency staff.

E3.2 To enable a maximum public feedback, the Form shall be sent by the Contractor by Facsimile by 20:00 each day, showing the information for all domestic animals picked up each day.

E3.3 Further, all salvageable identification and other articles such as collars, tags, clothing and other items retrievable from domestic animal pick-ups shall be delivered daily to the Animal Services Division.

#### **E4. ANIMAL SERVICES AGENCY – PICK-UPS**

E4.1 Pick ups from the Animal Services Agency at 1057 Logan Avenue shall regularly occur on Tuesdays and Fridays. Each pick up will be paid for at the unit price for Regular pick ups. The total weight of dead animals in each pick up will be 200 kg or less. Additional pick ups may be required and are paid for at the unit price for Additional pick ups. Special pick ups from the Animal Services Agency (greater than 200 kg and less than 400 kg) may be required and will be paid for at the unit price for Special pick ups.

#### **E5. REGULATIONS, ACTS AND BY-LAWS**

E5.1 The Contractor shall comply with all applicable Civic, Provincial and Federal acts, regulations, and by-laws including but not restricted to, the following: Workplace Health and Safety Act, City of Winnipeg Streets By-law, City of Winnipeg Traffic By-law, Manitoba Highway Traffic Act and Manual of Temporary Traffic Control in Work Areas on City Streets, and in particular, the Solid Waste By-Law No. 1304/76 and Anti-Litter By-Law No. 1076/75. The Contractor should refer to the Health Links website at <http://gov.mb.ca/health/wmv> for information on handling birds from the crow family (corvids) since they may be a carrier of the West Nile virus

#### **E6. HISTORICAL DEAD ANIMAL COLLECTION TRENDS**

E6.1 Information on the major types of animals collected on a monthly basis is included to identify the monthly number and animal-type variations experienced in the past, for purposes of future trend estimates. Most pick-ups are for animals less than 50 kg, with deer representing the normal exception.

E6.2 On occasion the Contractor is requested to pick-up various dead animals. However, upon arriving at the noted location the dead animal is not evident. This may be the result of a number of reasons such as the pet owner retrieving their pet, concerned citizens picking up a hurt animal, etc. The Contractor shall report these incidents as a No Show.

E6.3 The following tables provide historical information on the number of dead animals picked up under this Contract.

2003	CAT	DOG	DEER	SKUNK	SQUIRREL	FOX	RABBIT	OTHER	No Show	Total
JAN	13	1	8	4	0	0	0	0	6	32
FEB	11	1	4	0	0	0	3	0	5	24
MAR	21	1	13	0	1		23	7	8	74
APR	41	5	7	1	5	0	45	17	14	135
MAY	33	3	12	6	10	0	38	32	40	174
JUNE	36	1	13	3	16	1	52	70	37	229
JULY	41	1	13	4	19	0	39	101	42	260
AUG	47	2	12	13	14	0	42	163	51	344
SEPT	55	5	18	11	24	2	28	78	25	246
OCT	38	0	44	8	13	2	32	76	38	251
NOV	34	2	30	3	4	0	10	12	10	105
DEC	14	4	15	0	0	0	7	2	18	60
TOTAL	384	26	189	53	106	5	319	558	294	1934

2004	CAT	DOG	DEER	SKUNK	SQUIRREL	FOX	RABBIT	OTHER	No Show	Total
JAN	3	0	7	1	1	0	5	1	3	21
FEB	10	3	6	4	0	0	4	7	4	38
MAR	19	2	14	2	1	0	15	6	15	74
APR	30	5	25	1	12	1	64	33	27	198
MAY	36	4	9	5	9	0	41	26	18	148
JUNE	50	4	31	9	13	0	31	49	28	215
JULY	41	2	16	9	17	1	66	86	47	285
AUG	63	6	13	6	11	1	29	59	27	215
SEPT	61	3	30	3	12	2	32	43	23	209
OCT	53	6	33	2	2	1	24	21	30	172
NOV	44	4	38	0	10	0	22	8	22	148
DEC	7	2	22	0	0	0	2	33	15	81
TOTAL	417	41	244	42	88	6	335	372	259	1804

2005	CAT	DOG	DEER	SKUNK	SQUIRREL	FOX	RABBIT	OTHER	No Show	Total
JAN	5	3	2	0	1	0	4	0	3	18
FEB	11	2	12	0	0	0	10	3	8	46
MAR	17	5	17	0	1	0	11	1	11	63
APR	32	3	16	0	5	1	49	27	25	158
TOTAL	65	13	47	0	7	1	74	31	47	285

**E7. EXTRA WORK**

E7.1 When the Contractor is required to pick up an unusually large animal, such as a full-sized cow or horse, from readily accessible locations such as public roadways or playgrounds, or from more isolated locations such as the Assiniboine Forest, or from a creek or riverbank, such special activities shall be deemed beyond the lump sum compensations of these Works, and the Contractor is entitled to compensation as an extra work item.

E7.2 No activities deemed to be so qualified as extra work shall be commenced unless specifically authorized by the Contract Administrator, or designate. The value of the extra work shall be based on the hourly rate quoted for the extra work and shall be the number of hours necessary to complete the extra work to the nearest 15 minutes.

## **E8. DISPOSAL OF ANIMALS**

E8.1 The animals picked up under this Contract shall be disposed by any legal means (i.e.: rendering plant, crematorium, or landfill). Cats and dogs shall not be disposed of at rendering plants. The Contractor disposing of animals picked up under this Contract shall not be assessed a tipping fee at Brandy Landfill site for animals picked under this contract. Use of this site is limited to the regular hours as established for this landfill which are presently:

- (a) Weekdays 06:00 to 18:00
- (b) Saturdays 08:00 to 16:00
- (c) Sundays and Holidays 09:00 to 17:00

E8.2 Currently, the Landfill is closed on December 25 (Christmas Day), and January 1 (New Year's Day). Confirmation of operating hours at this site can be made by telephoning the Landfill Information Line at 784-9000 code 9814 at any time of the day.

## **E9. EQUIPMENT**

E9.1 All equipment used in carrying out this Contract shall satisfy the provisions of all regulations for transporting dead animals. Equipment used in this Contract shall be equipped with an orange flashing light which shall be operated when a pick-up is being made. All equipment shall be kept hygienically clean and odour free at all times.

E9.2 All dead animals weighing less than 50 kilograms shall be placed in durable plastic bags for transport. All deer shall be placed in durable, sealed, clear polyethylene bags. The Contractor shall supply all bags.

E9.3 The Contractor shall advise the Contract Administrator, of any changes to the proposed Equipment Schedule submitted with the bid which may become necessary from time to time in the carrying out of this Contract. This list shall be maintained current, with all revisions communicated to the City within 24 hours of equipment changes.

E9.4 Lighting:

- (a) The Contractor shall be responsible to supply all equipment with a lighting system sufficient to facilitate the work safely.
- (b) Each vehicle shall be provided with all of the necessary lighting prescribed by the motor vehicle laws of the Province of Manitoba.
- (c) In particular, this Contract will be administered to ensure that all equipment is equipped with the following lighting to meet the requirements of the Highway Traffic Act:
  - (i) At least two headlights;
  - (ii) At least two rear running lights;
  - (iii) If the machine is in excess of 2 metres wide, it must have at least four clearance lights, one green or amber light on each side at the front, facing the front, and one red light on each side at the rear facing rearward;
  - (iv) Turning signals front and rear;
  - (v) Stop light at rear; and
  - (vi) At least one flashing or oscillating blue or amber light.

E9.5 All equipment shall be clearly labelled, indicating the Contractor's name and unit number. Letters and numbers used for identification purposes must be a minimum of 100 mm in height and positioned in such a manner as to be clearly visible when standing at either side of the machine. Only such identified equipment cleared for access into the Landfill will be permitted a no-charge entry as per E8.1.

**E10. TRAFFIC MOVEMENT**

E10.1 The Contractor shall take all reasonable measures to facilitate the safe movement of traffic, and the safe pick-up of all dead animals involved.

**E11. INSPECTION**

E11.1 Periodic inspections of the Contract area including vehicle inspections and contents therein contained, will be made by the Contract Administrator or designate, to verify that the service supplied by the Contractor is adequate in all respects. If any deviations from the required of the Contract exist, they will be noted, and the Contractor or representative will be notified, either orally or in writing, as stated elsewhere in this Contract, of the corrective measures to be taken. Such periodic inspections do not relieve the Contractor in any way from making independent inspections to ensure that the Work is being performed satisfactorily.