



**THE CITY OF WINNIPEG**

# **TENDER**

**TENDER NO. 49-2019**

**PROVISION OF PEST CONTROL SERVICES**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF PEST CONTROL SERVICES

### **B2. SUBMISSION DEADLINE**

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

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

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

### **B3. SITE INVESTIGATION**

B3.1 Further to C3.1, the Bidder may make an appointment to view the Site by contacting the Contract Administrator.

B3.2 The Bidder is advised that some Sites may contain more than one building/facility per address.

B3.3 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Tender, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B5. CONFIDENTIALITY**

B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Tender to the media or any member of the public without the prior written authorization of the Contract Administrator.

## **B6. ADDENDA**

B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.

B6.2 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.

B6.3 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/matmgmt/bidopp.asp>

B6.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D5.

## **B7. SUBSTITUTES**

B7.1 The Work is based on the Plant, Materials and methods specified in the Tender.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 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.

B7.4 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 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.

B7.5 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.

- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B17.
- B7.9 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.

## **B8. BID SUBMISSION**

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices.
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.4 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B8.5 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Tender number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B8.5.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Tender number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B8.6 If the Bid is submitted by facsimile transmission, it shall be submitted to 204-949-1178
- B8.6.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time or guarantee the successful receipt of a faxed Bid Submission.
- B8.7 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.8 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B17.1(a).

B8.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

**B9. BID**

B9.1 The Bidder shall complete Form A: Bid, making all required entries.

B9.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 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.

B9.4 Paragraph 11 of Form A: Bid shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers 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/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.

B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

**B10. PRICES**

B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B10.1.1 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.

B10.2 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.

B10.3 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.

B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10.5 The prices for Section A, B and C are for each service visit.

**B11. DISCLOSURE**

B11.1 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.

B11.2 The Persons are:

- (a) Abell Pest Control
  - (i) Pest control services specifications

**B12. CONFLICT OF INTEREST AND GOOD FAITH**

B12.1 Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B12.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:

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

that could or would be seen to:

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

B12.3 In connection with its Bid, each entity identified in B12.2 shall:

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

B12.4 Without limiting B12.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies,



procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

- B12.5** Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
  - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
  - (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
  - (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B12.6** The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

### **B13. QUALIFICATION**

- B13.1** The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
  - (b) be financially capable of carrying out the terms of the Contract; and
  - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B13.2** The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B13.3** The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
  - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
  - (d) provide a copy for each firearm documentation, approved by the Government of Canada and Winnipeg Police Service;
  - (e) provide proof of license as Operator under the Pesticides Act for all technicians proposed to perform the Work under this Contract; and
  - (f) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - .

B13.4 The Bidder shall submit, within ten (10) 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.

B13.5 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.

#### **B14. OPENING OF BIDS AND RELEASE OF INFORMATION**

B14.1 Bids will not be opened publicly.

B14.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Price (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B14.3 After award of Contract, the name(s) of the successful Bidder(s), their address(es) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B14.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B14.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

#### **B15. IRREVOCABLE BID**

B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B15.2 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.

#### **B16. WITHDRAWAL OF BIDS**

B16.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B16.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B16.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 11 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B16.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

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

(b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 11 of Form A: Bid; and

- (c) if the notice has been given by any one of the persons specified in B16.1.3(b), declare the Bid withdrawn.

B16.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B15.2 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.

## **B17. EVALUATION OF BIDS**

B17.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13(pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B7.

B17.2 Further to B17.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B17.3 Further to B17.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is qualified.

B17.4 Further to B17.1(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.

B17.4.1 Further to B17.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B17.5 This Contract will be awarded as a whole.

## **B18. AWARD OF CONTRACT**

B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B18.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.

B18.2.1 Without limiting the generality of B18.2, 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.

B18.3 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B17.

- B18.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B18.4 Notwithstanding C4.1, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B18.5 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](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “C” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

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

#### **D2. SCOPE OF WORK**

D2.1 The Work to be done under the Contract shall consist of the provision of pest control services for the period from the date of award until April 30, 2020, with the option of five (5) 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 May 1 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

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

- (a) Pest control services within and outside the perimeter of the City of Winnipeg buildings (excluding police facilities) including adjacent parking areas;
- (b) Pest control services within and outside circumference of police facilities including adjacent parking areas;
- (c) Pest control services at Shoal Lake and Deacon;
- (d) Pest control services at cemeteries, parks and open spaces on City of Winnipeg property;
- (e) Bird control services within the City of Winnipeg; and
- (f) Gopher control services within the City of Winnipeg.

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

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

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

D2.4 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2019.

D2.5 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 Tender:
- (a) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
  - (b) "**Initial Treatment**" means the initial set up including all equipment and material to gain control of the pest problem.

#### **D5. CONTRACT ADMINISTRATOR**

- D5.1 The Contract Administrator is:
- Tommy Khamphavong  
Contracts Officer
- Telephone No. 204 986-7507  
Email Address: tkhamphavong@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.

#### **D6. PEST TYPES AND SERVICES REQUIRED**

- D6.1 The Contractor shall provide all materials and labour to perform pest control services against the infestation, required for but not limited to, the following type of pests and approved control

methods including setting of traps, picking up and removing pest(s) off site in a professional manner:

- (a) Rodent Control including but not limited to:
  - (i) Pests such as mice, voles, rats, squirrels, groundhogs, racoons, skunks, cats, and rabbits.
- (b) Bird Control including but not limited to:
  - (i) Pests such as pigeons and starlings (Bats and seagulls are protected);
  - (ii) No poisons shall be used;
  - (iii) Products/equipment may be used only to deter birds;
  - (iv) Occasional usage of firearms in a controlled Site for non-protected birds only. Must be approved by the Contract Administrator prior to Work and co-ordinated with the User for the safety of Civic employees, the public, and the property and equipment of both public and private.
- (c) Crawling Insect Control including but not limited to:
  - (i) Pests such as roaches, silver fish, pavement ants, sow bugs, spiders, flour beetles, bed bugs, ground beetles, larder beetles, carpet beetles, crickets, fleas, lice, booklice, wharf bores, carp ants, worms, water beetles and strawberry root weevils.
- (d) Flying Insect Control including but not limited to:
  - (i) Pests such as flies, cluster flies, and drain flies;
  - (ii) The City of Winnipeg, Integrated Pest Management Services Section will respond to the following flying insects, unless requested by the Contract Administrator: wasps, hornets and bees. In the event wasps, hornets and/or bees nest in walls of buildings, the Contractor will be required to perform pest control service.
- (e) Special Bird Control including but not limited to:
  - (i) If items such as netting include additional charges, these potential costs are to be clearly identified on Form B: Prices – Section F. The City may exercise one or any combination of approaches, where the Contractor provides the labour, materials and equipment to perform the following:
    - (i) Plan 1 – Supply and installation of netting: ½” square (that does not restrict airflow where air vents are involved). Quantities will be based on one (1) square foot for comparing bids only;
    - (ii) Plan 2 – Supply and installation of obstruction spikes, Nixolite or other approved products.
- (f) Clean-up of Hantavirus Mice and /or droppings.
- (g) Clean-up of Bird droppings.

D6.2 The Contractor shall:

- (a) Use all pesticides, materials and equipment - registered and approved under the Pest Control Products Act (PCP Act), Agriculture Canada. Pesticides and materials used must also be used in compliance of all local ordinances;
- (b) Post applicable signage giving the City notice of chemical use in accordance with Pesticide Management By-Law No. 99/2008 (<http://clkapps.winnipeg.ca/dmis/docext/viewdoc.asp?documenttypeid=1&docid=4278&doctype=c>) and any other applicable legislative requirements;
- (c) Ensure all waste materials, as a by-product of production, are disposed of properly in an environmentally responsible manner according to all applicable local laws and regulations; and
- (d) Comply with all Federal, Provincial and Municipal regulations pertaining to Pest Control Services and disposal of pests that may change throughout the term of the Contract.

D6.3 The Contractor should:



- (a) Take a sustainable approach of Integrated Pest Management; and
- (b) Evaluate the site(s) and report any building maintenance issues that may contribute to a pest control issue.

D6.4 The City prefers a step approach that begins with physical, biological and then chemical as a last resort.

#### **D7. ENVIRONMENTAL CLEAN UP**

D7.1 The Contractor is responsible for the immediate cleanup of any spillage or leakage of material from a container, including but not limited to, any spillage or leakage which occurs during the transporting of materials, which the City has not caused.

D7.2 The material must be cleaned up, picked up, moved or otherwise remediated within three (3) hours of becoming aware of the spillage/leakage or a request from the Contract Administrator pursuant to this D7.3, whichever is sooner.

D7.3 In the event that the Contractor does not comply with D7.1 and D7.2 the Contractor will be considered in default of the Contract and the City may clean up, pick up, move or otherwise remediate the material and all costs in this regard will be charged to the Contractor and deducted from his payment.

D7.4 Serious and/or repeated defaults of this nature may be grounds for termination of the Contract.

#### **D8. FIREARMS**

D8.1 The Contractor shall provide a copy of documentation for each firearm, approved by the Government of Canada and Winnipeg Police Service, to discharge for the purpose of pest control, upon request by the Contract Administrator.

D8.2 During the Contract, the Contractor shall provide to the Contract Administrator a copy of the Government of Canada approval and the Winnipeg Police Service approval for each new firearm proposed to use, prior to Work.

D8.3 The Contractor must take the following precautions:

- (a) Prior to shooting of pigeons, contact Police (204-986-6222) and provide the following:
  - (i) Advise who you are;
  - (ii) Where you are;
  - (iii) What you are doing for the control of pest;
  - (iv) Which firearm(s) you are going to discharge; and
  - (v) How long you expect to do Work.
- (b) During Work:
  - (i) Must have ID and license on the Contractor's service technician at time of service;
  - (ii) Be discrete as possible from the public; and
  - (iii) Must have the Contractor's vehicle labelled with Contractor's name visible.
- (c) When the Work is complete, contact the Winnipeg Police Service to inform them when the Work is complete.

#### **D9. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D9.1 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.

D9.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

- D9.3 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.
- D9.4 A Contractor who violates any provision of D9 may be determined to be in breach of Contract.

## **D10. NOTICES**

- D10.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer.

## **SUBMISSIONS**

### **D11. AUTHORITY TO CARRY ON BUSINESS**

- D11.1 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.

### **D12. INSURANCE**

- D12.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability 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;
  - (c) the Contractor shall maintain and pay for Employee Dishonesty Bond in an amount of not less than ten thousand dollars (\$10,000) covering all of the Contractor's employees, agents, and subcontractors involved in providing services, for any direct loss of money or other property caused by a fraudulent or dishonest acts.
  - (d) Section F Only: Evidence of operations to include: the possible occasional use of Fire Arms.
- D12.2 Deductibles shall be borne by the Contractor.
- D12.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.
- D12.4 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.

D12.5 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.

### **D13. MATERIAL SAFETY DATA SHEETS**

D13.1 The Contractor shall provide the Contract Administrator with one (1) copy of Material Safety Data Sheets (MSDS's) for each product to be supplied under the Contract at least two (2) Business Days prior to the commencement of Work but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D13.2 The Contractor shall use only products that have been pre-approved in writing by the City.

D13.3 During the Contract, the Contractor shall leave one (1) copy of MSDS for each chemical used at each Site with the User.

D13.4 During the Contract, the Contractor shall, upon request, provide one (1) copy of any documentation regarding products covered under the Pest Control Products (PCP) Act.

D13.5 Throughout the term of the Contract, the Contractor shall provide the Contract Administrator with revisions or updates of the MSDS as soon as may be reasonably possible and/or additional copies as requested by the Contract Administrator, and no later than seven (7) Calendar Days from request.

D13.6 The Contractor is required to obtain prior approval by the Contract Administrator and shall provide a detailed description of the methods proposed for extermination for the various type of pests, and to include any current MSDS for each chemical proposed to be used under the Contract in the event that:

- (a) Any product becomes unavailable; or
- (b) A new product is proposed; or
- (c) A new Site is added; or
- (d) A new service is added; or
- (e) Government regulations change.

### **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 D11;
  - (ii) evidence of the workers compensation coverage specified in C6.14;
  - (iii) evidence of the insurance specified in D12; and
  - (iv) the Material Safety Data Sheets 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.
- (c) The Contractor has provided a schedule for the first three (3) months for scheduled Work at all locations on Form B.

#### **D15. SAFETY**

D15.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

- D15.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.
- D15.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
  - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
  - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
  - (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
  - (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
  - (f) fire hazards in or about the Work are eliminated.

#### **D16. ORDERS**

- D16.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number 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.

### **MEASUREMENT AND PAYMENT**

#### **D18. INVOICES**

- D18.1 Further to C11, the Contractor shall submit an invoice for each portion of work performed delivered 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](mailto:CityWpgAP@winnipeg.ca)

- D18.2 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.

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

D18.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B8.**

#### **D19. PAYMENT**

D19.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D19.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

#### **D20. PURCHASING CARD**

D20.1 The Contractor shall allow Users to charge items to their purchasing cards at no extra cost.

D20.2 The Contractor's credit card website/gateway shall have appropriate current Payment Card Industry Data Security standards (PCI DSS) certification, (<https://www.pcisecuritystandards.org/index.shtml>). The credit card gateway shall meet the credit card data security requirements outlined by the Payment Card Industry Security Standards Council (PCI SSC) for service providers and/or software vendors.

#### **WARRANTY**

##### **D21. WARRANTY**

D21.1 Warranty is as stated in C12.

## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. 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 B7.

#### E2. SERVICES

- E2.1 The Contractor shall provide pest control services at various City of Winnipeg locations in accordance with the requirements hereinafter specified.
- E2.2 Bait trays (open at the top) are not allowed.
- E2.3 If applicable, extra keys for traps or bait stations shall be provided to the Contract Administrator or designate upon request.
- E2.4 When performing the Work at any City facility, except Parks and Open Spaces, the Contractor shall:
- (a) sign-in and sign-out or notify a City employee at the facility of arrival and purpose;
  - (b) wear visible identification (upon request) at the facility; and
  - (c) receive a signature and printed name of the City employee authorizing Work started and completed at the Site upon each visit.
- E2.5 The Contractor shall ensure:
- (a) That there is minimal disruption to occupants;
  - (b) Baits are placed in discrete locations; and
  - (c) Existing equipment, fixtures, furniture, finishes or structures are not disturbed/disrupted without approval from the Contract Administrator or User.
- E2.6 Any work requiring drilling of holes or disturbing existing equipment is required to be approved by the Contract Administrator or designate.
- E2.7 The Contractor shall contact the Contract Administrator or User when keys are required for entry to perform services. Keys are available from the:
- Central Control Office ,  
Basement , 510 Main Street
- Note:** After-hours access is from the garage ramp.
- E2.8 The City's objective is to have the Sites, identified on Form B: Prices, pest free.
- E2.9 The Contractor shall control and maintain Sites free from pests. The Contractor will be expected to maintain the current level of control.
- E2.10 The Contractor shall arrange and carry on the Work so as not to conflict with the operations being carried on or to be carried on for the City by other contractors or by the City's employees and patrons. If the Contractor finds it difficult to work in harmony with such parties, he/she shall notify the Contract Administrator or User promptly.

### **E3. COMMUNICATION**

- E3.1 A list of the Users and phone numbers for each Site will be provided to the successful Bidder.
- E3.2 The Contractor shall ensure the following:
- (a) Provide a callback service to a Site within 24 hours of call from the User;
  - (b) Provide a callback service or e-mail response within 24 hours of an email from the User; and
  - (c) Promptly report any delay or change to an agreed upon commencement or completion date prior to the agreed upon date, to the Contract Administrator or User.

### **E4. SCHEDULED WORK**

- E4.1 **Scheduled Work** shall be performed for Sections A, B and C.
- E4.2 Fuel surcharges shall be included in items in Section A, B and C on Form B: Prices.
- E4.3 The Contractor shall provide a schedule to the Contract Administrator or User including but not limited to:
- (a) For monthly scheduled maintenance:
    - (i) Identify the week in the month a location is expected to receive the scheduled service;
    - (ii) Maintenance service pre-scheduled for a minimum of the following three (3) months.
    - (iii) A new schedule shall be provided at least 1 week prior to the end of the previous schedule.
  - (b) For weekly scheduled maintenance:
    - (i) A schedule is not required.
  - (c) For seasonal scheduled maintenance:
    - (i) A schedule is not required.
- E4.4 The City reserves the right to add or remove locations for scheduled Work with prior notice to the Contractor.
- E4.5 The City reserves the right to reduce or increase the frequency of scheduled Work with prior notice to the Contractor.
- E4.6 Initial inspection of a Site for Initial Treatment shall be at no additional cost to the City.
- E4.7 **Scheduled Work** pest coverage shall include but not be limited to mice, rats, cockroaches, silverfish, earwigs, centipedes, millipedes and ants (excluding non-wood boring ants and pharaoh ants).
- E4.8 The Contractor shall provide monthly maintenance visits or otherwise specified, where requested by the Contract Administrator or User approximately every thirty (30) calendar days +/- 3 days regularity performing as follows:
- (a) Inspecting, monitoring and treating of Sites and equipment;
  - (b) Replenishing bait stations and clean up any product spills;
  - (c) Replacing bait stations when they become lost or broken;
  - (d) Installing and replacing insect traps (glue boards);
  - (e) Check, empty/rewind City Ketch-alls/Quick Catch/Tin Cat Traps;
  - (f) Remove dead pest(s) and dispose of in a professional manner, including mouse droppings; and

- (g) Immediately notify the Contract Administrator or User of any defective or damaged equipment.
- E4.9 Servicing of up to five (5) additional traps and bait stations for scheduled Work per Site shall be at no additional cost to the City.
- E4.9.1 Further to E4.9, servicing of additional traps six (6) or more shall be at an additional cost as identified in Item No. 155, 156 and 157 on Form B.
- E4.10 Upon request of the City, the Contractor shall provide a service receipt/report including but not limited to:
- (a) Information on what was inspected;
  - (b) Any pest activity discovered; and
  - (c) Corrective action taken to resolve the pest issue.
- E4.11 Before replacing a bait station, the Contractor shall notify the Contract Administrator or User of any bait station that is lost, broken or no longer useable.
- E4.12 Bait stations or traps shall be purchased from the Contractor and owned by the City. Price for the bait stations or traps are extra and not to be included in the monthly service fees in Section A, B or C on Form B: Prices.
- E4.13 The Work shall be performed inside the buildings/facilities and outside circumference of the buildings/facilities.
- E4.13.1 Further to E4.13, the Work shall include but not be limited to all buildings, facilities, shacks and garages on Site. Some locations may have more than one building/facility on Site.
- E4.14 The Contractor should provide recommendations on improving pest control programs at the Sites when there is opportunity to improve or if the current program is inadequate to keep the Site pest free. Recommendations should be provided to the Contract Administrator or User by e-mail or phone call.
- E4.15 For **Section A and B**, the Pest Control Service shall:
- (a) Provide an Initial Treatment upon commencement of Contract within the first four (4) weeks of the commencement date of each Site approved by the Contract Administrator or designate;
  - (b) Not remove from the Site any equipment (ie: bait stations installed from a previous contract) or material that is the property of the City, disposed of or used except for the purposes of the Work without the prior consent of the Contract Administrator or designate;
  - (c) Set up equipment where necessary to maintain pest control at the Site (the number of bait station(s), glue/monitor boards, etc. to be set up shall be included in the monthly Unit Price to meet the City's objective as indicated in E2.8);
  - (d) Mark-up floor plan(s) of the Site (floor plans will be provided by the Contract Administrator or User for this purpose only) where equipment is set up (easier to find bait stations, traps, dispensers, etc.) and return the floor plans, marked up, back to the Contract Administrator or User;
  - (e) Provide, upon request of the Contract Administrator or User, device stickers for visual placement where equipment is set up by the Contractor (approval shall be granted by the Contract Administrator or User prior to affixing stickers onto walls/structures/fixtures);
  - (f) Provide a visible checklist sticker or tag with columns for dates and initials of the technicians providing the service (approval shall be granted by the Contract Administrator or User prior to affixing stickers or tags onto walls/structures/fixtures). The information **shall** be filled in whenever services and inspections are performed at that particular equipment;
  - (g) Be responsible for baiting any equipment where it is set up;



- (h) Check, empty/re-bait/rewind City purchased Ketch-alls/Quick Catch/Tin Cat Traps, and visually label the equipment on the top of each trap with "Property of the City Of Winnipeg" with the Date of Purchase;
- (i) Clean up any product spills as indicated in D7;
- (j) Identify outdated product and equipment to the Contract Administrator or designate to arrange safe removal but not remove same until granted permission by the Contract Administrator or designate.

E4.16 For **Section C**, the Pest Control Service shall:

- (a) For **Shoal Lake**, include a maintenance program for three times per year service (Spring, Summer and Fall) including:
  - (i) Inspection of the Site to determine the type of pest, method of service recommended, and cost for Initial Treatment, and the cost for tri-annual maintenance visits. Equipment purchased by the City of Winnipeg for the initial treatment remains with the City during and at the end of the Contract;
  - (ii) Internal rodent and insect control program which will include ants, wasps and flies;
  - (iii) External rodent control program;
  - (iv) Visitation scheduled with Contract Administrator or designate with seven (7) Calendar Days advance notice.
- (b) For the **Deacon Water Treatment plant**, The Contractor shall provide monthly maintenance visits or otherwise specified, where requested by the Contract Administrator or User, pest control services in accordance with E4.8.

E4.17 Clean-up and disinfection of the Site (including but not limited to the removal of feces and corpses) by disposing in a professional manner (ie: landfill site) resulting from missed scheduled maintenance shall be at no cost to the City.

## **E5. AS REQUIRED WORK**

E5.1 The Contractor shall provide communication service for "as required" Work in accordance with E3.2.

E5.2 The Contractor shall provide, on an "**as required**" basis, pest control service by:

- (a) Inspecting the Site to determine the type of pest, method of service recommended, and cost for Initial Treatment, and the cost for monthly maintenance visits. (The City has the right to accept or decline monthly maintenance visits following an initial treatment). Equipment purchased by the City of Winnipeg for the initial treatment remains with the City during and at the end of the Contract;
- (b) Providing a quoted price in writing to the Contract Administrator or User (either verbally or written) to approve or decline recommended service (prices must be consistent to the type of pest, Site size, and method of Work as detailed herein);
- (c) Commencing Work within 24 hours upon the Contract Administrator or User authorized approval (written or verbal) except for:
  - (i) Specialized treatment that requires the facility to be vacated, provide 48 hours' notice to the User, prior to commencement of the Work, for the Site during the Contract.
- (d) Complete the Work within 24 hours of commencement, or otherwise agreed upon;
- (e) Provide a follow up visit to the serviced Site within seven (7) Calendar Days, from date of Initial Treatment, to monitor the control of the pest(s) and if required or requested to provide more effective methods to control pest(s), at no additional cost to the City, unless otherwise agreed upon; and
- (f) Providing recommendations to improve the program if the proposed program is inadequate.

- E5.3 Upon the request of the Contract Administrator or User, the Contractor shall clean and disinfect the Site (including removal of feces) caused by major infestation or a significant amount of build-up by disposing in a professional manner (ie: landfill site).
- E5.3.1 Further to E5.3, build-up resulting from missed scheduled Work shall be at no additional cost to the City.
- E5.4 Work in crawlspaces shall be considered “as required”.
- E5.5 The “as required” pest control services shall include but is not limited to:
- (a) The supply and placement of mouse traps;
  - (b) The supply and placement of rodent bait stations;
  - (c) The supply and placement of glue boards;
  - (d) The supply and placement of Konk aerosol mister kits; and
  - (e) The supply and placement of Konk aerosol mister kit refills.
- E5.6 The City on an “as required” basis may purchase aerosol insecticide which may include:
- (a) Konk 409 Insecticide;
  - (b) Konk 408 Insecticide Flying Insect Killer;
  - (c) Konk Hornet and Wasp Killer Insecticide; and
  - (d) Konk Foam Insecticide.
- E5.7 For **Section E**, on an “as required” basis, the Contractor shall:
- (a) Provide additional Treatment for Buildings and outdoor grounds at Shoal Lake;
  - (b) Provide additional Treatment for Buildings and outdoor grounds at the Deacon Water Treatment Plant.
- E5.8 For **Section F**, the Contractor shall provide on an “as required” basis bird control services by providing the following:
- (a) Provide catch and release of birds on an “as required” basis;
  - (b) Cleanup of bird droppings and disinfecting of Site on an “as required” basis, hourly rate (includes labour, equipment and materials and the removal of the Contractor’s equipment used to clean the Site);
  - (c) Remove dead birds off the Site by disposing in a professional manner (ie: landfill site). (Container charges extra);
  - (d) Supply and install (if required) netting: ½” square (that does not restrict airflow where air vents are involved). Quantities will be based on one (1) square foot;
  - (e) Supply and install (if required) obstruction spikes, Nixolite or other approved products;
  - (f) Occasional usage of firearms in a controlled Site for non-protected birds only. **Must be approved by the Contract Administrator or designate prior to Work and coordinated for the safety of Civic employees, the public, and the property and equipment of both public and private;**
- E5.8.1 Further to E5.8, the Contractor shall upon request of the Contract Administrator or designate, provide a bird control program for review, including but not limited to:
- (a) Method of bird control;
  - (b) Time frame to see results;
  - (c) Time frame for the whole program.
- E5.8.2 Further to E5.8.1, the Contractor should upon request of the Contract Administrator or designate, provide a cost break down of the program recommended by the Contractor.

## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE (SECTION A – WINNIPEG AREA)

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at his/her place of residence; or
  - (b) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
  - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
  - (d) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- F1.2 The following is a link to information for obtaining the Police Information Check including the Vulnerable Sector screening from the City of Winnipeg Police Service. <http://winnipeg.ca/police/pr/PIC.stm>
- F1.2.1 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;
- F1.3 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.
- F1.4 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a 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 the Work.
- F1.5 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.
- F1.6 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.
- F1.7 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.

### F2. SECURITY CLEARANCE (SECTION B – POLICE STATION)

- F2.1 The City will conduct a Level Two Security Clearance Check, for any individual proposed to perform Work under the Contract at Winnipeg Police Service facilities.
- F2.2 The Contractor shall provide the Contract Administrator with a list of individuals proposed to perform Work under the Contract at Winnipeg Police Service facilities:
- (a) within five (5) Business Days of the Award of Contract; or

- (b) in the case of additional or replacement individuals during the term of the Contract, at least thirty (30) Calendar Days before each individual is proposed to commence Work at Winnipeg Police Service facilities.

F2.3 Each individual proposed to perform Work under the Contract at Winnipeg Police Service facilities shall provide:

- (a) A list of names (including maiden names), addresses, dates of birth, and telephone numbers and occupations of all immediate family members (including parents) and their spouses/common law. Include your spouse/common law boyfriends, girlfriends and their family members. This includes stepbrothers, stepsisters, half-brothers and half-sisters. This list should be typed in the following format:

John James SMITH	Dob: 45 Aug 24 (father)
123 Anywhere Street	555-555-5555
Winnipeg, Manitoba	

- (b) A list of names, dates of birth, addresses and telephone numbers and occupations of at least four (4) of your closest friends. This list should be typed in the following format:

John James SMITH	Dob: 45 Aug 24 (father)
123 Anywhere Street	555-555-5555
Winnipeg, Manitoba	

- (c) The name of the immediate supervisor title or position within their organization, and telephone number, mailing address and email address.
- (d) A list of all past addresses and dates when resided.
- (e) Identification - photocopies of two valid pieces of identification with at least one piece of photo identification:

- (a) Photo Identification must be one of the following:

- (i) Driver's License,
- (ii) Passport,
- (iii) Permanent Resident Card,
- (iv) Aboriginal Status Card,
- (v) Manitoba Public Insurance Identification Card.

- (b) Second identification must be one of the following:

- (i) Birth Certificate,
- (ii) Social Insurance Card – (SIN confirmation letters effective April 2014),
- (iii) Provincial Health Card,
- (iv) Citizenship Card,
- (v) Firearms License,
- (vi) Immigration Papers,
- (vii) National Defense Card,
- (viii) Nexus Card,
- (ix) FAST CARD from Canada Border Services Agency.

- (f) A completed Form P-608: Security Clearance Check authorization form available at [https://www.winnipeg.ca/matmgt/templates/Security\\_Clearance/Security\\_Clearance.stm](https://www.winnipeg.ca/matmgt/templates/Security_Clearance/Security_Clearance.stm). Form P-608 must be signed and dated.

- (i) Signature of Witness shall be signed by the contact person stated on Paragraph 3 Form A: Bid.

F2.4 Each individual shall submit the required information and form to the Winnipeg Police Service Division 30 Security Section Supervisor at Main Floor, 245 Smith Street:

- (a) within five (5) Business Days of the Award of Contract; or

- (b) in the case of an additional or replacement individual during the term of the Contract, at least thirty (30) Calendar Days before the individual is proposed to commence Work at Winnipeg Police Service facilities.

F2.5 Any individual for whom a satisfactory Level Two Security Clearance is not obtained will not be permitted to perform any Work within Winnipeg Police Service facilities.

F2.6 Any satisfactory Security Clearance obtained thereby will be deemed valid for one (1) year from the date of clearance, subject to a repeated Security Clearance Check as hereinafter specified.

- (a) Each individual doing Work in a Winnipeg Police Service Facility shall provide photo identification upon entry, in order that their Level Two security clearance can be verified.

F2.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require a further Security Clearance Check. Any individual who fails to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check will not be permitted to continue to perform Work under the Contract at Winnipeg Police Service Facilities.

F2.8 Any individual who fails to obtain a satisfactory Security Clearance Check may request reconsideration by writing to:  
Winnipeg Police Service  
Division 30 Services  
Attn: Security Section Supervisor  
245 Smith Street  
Winnipeg MB R3C 0R6

### **F3. SECURITY CLEARANCE (SECTION C – SHOAL LAKE AND DEACON)**

F3.1 Each individual proposed to perform Work under this Contract and within the Winnipeg Drinking Water Treatment Plant shall be required to obtain a Police Information Check and a Public Safety Verification. The Police Information Check may be obtained from one of the following:

- (a) police service having jurisdiction at his/her place of residence; or
- (b) Sterling Talent Solutions forms to be completed can be found on the website at: <https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>; or
- (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
- (d) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>

F3.2 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.

F3.3 A Sterling Talent Solutions account must be setup prior to requesting individual background checks for any individual. This process should be done 72 hours prior to requesting the first check. The account can be setup using the following link. <https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity> . The Police Information Check must be received by the City directly through Sterling Talent Solutions;

- (a) Bidders shall set up an account with Sterling Talent Solutions under their company name and grant Sterling Talent Solutions permission to share the Police Information Check with the City of Winnipeg;
  - (i) Bidders will then be contacted by Sterling Talent Solutions with instructions on how to complete the Police Information Check; and

- (ii) if additional assistance is required to obtain the Police Information Check, the Bidder may contact the following Sterling Talent Solutions representative:  
  
Linda Ferens;  
email: linda.ferens@sterlingts.com  
phone: (204) 999-0912; or
  - (b) Public Safety Verification Checks can be obtained from Sterling Talent Solutions,
    - (i) Bidders will need to setup an account with Sterling Talent Solutions prior to requesting individual background checks.
      - (i) This process should be done 72hrs prior to requesting the first check. Accounts can be setup using the following link. <https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>.
      - (ii) Results of the Public Safety Verification Check must be received by the City directly through Sterling Talent Solutions.
      - (iii) Bidders shall set up an account with Sterling Talent Solutions using their company name and grant Sterling Talent Solutions permission to share the Public Safety Verification Check with the City of Winnipeg;
    - (ii) Bidders will then be contacted by Sterling Talent Solutions with instructions on how to complete the Public Safety Verification Check; and
    - (iii) if additional assistance is required to obtain the Public Safety Verification Check, the Bidder may contact the following Sterling Talent Solutions Representative:  
  
Linda Ferens;  
email: linda.ferens@sterlingts.com;  
phone: (204) 999-0912.
- F3.4 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Police Information Check and a Public Safety Verification 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 the Work.
- F3.5 Any individual for whom a Police Information Check and/or a Public Safety Verification 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.
- F3.6 Any Police Information Check and a Public Safety Verification Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F3.7 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 and/or a Public Safety Verification Check. Any individual who fails to provide a satisfactory Police Information Check and/or Public Safety Verification Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work as specified in F3.1