



**THE CITY OF WINNIPEG**

# **TENDER**

**TENDER NO. 974-2019**

**PROVISION OF DEAD ANIMAL REMOVAL**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF DEAD ANIMAL REMOVAL

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, November 25, 2019.

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

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

### **B3. ENQUIRIES**

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

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

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

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

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

### **B4. CONFIDENTIALITY**

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

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

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

### **B5. ADDENDA**

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

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

## **B6. SUBSTITUTES**

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

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

## **B7. BID SUBMISSION**

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.4 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.5 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Tender number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB, R3B 1J1
- B7.5.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Tender number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.6 If the Bid is submitted by facsimile transmission, it shall be submitted to 204-949-1178.
- B7.6.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time or guarantee the successful receipt of a faxed Bid Submission.
- B7.7 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.8 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B16.1(a)
- B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

## **B8. BID**

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

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

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

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

B8.4 Paragraph 11 of Form A: Bid shall be signed in accordance with the following requirements:

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

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

B8.4.2 All signatures shall be original.

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

## **B9. PRICES**

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

B9.1.1 Notwithstanding C11.1.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

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

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

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

## **B10. DISCLOSURE**

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

B10.2 The Persons are:

- (a) N/A

**B11. CONFLICT OF INTEREST AND GOOD FAITH**

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

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

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

that could or would be seen to:

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

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

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

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

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

- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
- (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;



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

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

## **B12. QUALIFICATION**

B12.1 The Bidder shall:

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

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

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

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

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - .

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

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

Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or

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

B12.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

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

### **B13. OPENING OF BIDS AND RELEASE OF INFORMATION**

B13.1 Bid Submissions will not be opened publicly.

B13.2 Following the Submission Deadline, the names of the Bidders and their Total Bid 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 Division website at <http://www.winnipeg.ca/matmgt/>

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

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

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

### **B14. IRREVOCABLE BID**

B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B14.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

### **B15. WITHDRAWAL OF BIDS**

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

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

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

- B15.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
  - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 11 of Form A: Bid; and
  - (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Bid withdrawn.
- B15.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B14.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

## **B16. EVALUATION OF BIDS**

- B16.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12(pass/fail);
  - (c) Total Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B6;
- B16.2 Further to B16.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is qualified.
- B16.4 Further to B16.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B16.5 This Contract will be awarded as a whole.

## **B17. AWARD OF CONTRACT**

- B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B17.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.
- B17.2.1 Without limiting the generality of B17.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Bid is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

- B17.3 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B16 .
- B17.3.1 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B17.4 Notwithstanding C4.1, the City may issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B17.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that they are not necessarily attached to or accompany said Purchase Order.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2019-01-15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](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 pick-up of dead animals for the period from January 1, 2020 until December 31, 2020, with the option of four (4) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) 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 January 1st 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) locating, picking up and disposing of animals from thoroughfares and other public areas;
- (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 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.

- (i) The Contractor shall be available on an "on-call" basis for the hours described below, three hundred and sixty-five (365) days per year, and be reachable by a Winnipeg local telephone.
- (ii) The Contractor shall pick up dead animals between 06:00 hours and 22:00 hours, and shall respond within two (2) hours of notification by the City. Notification received between 22:00 hours and 06:00 hours shall be paid for at the unit price for extra work. The Contractor shall notify the City as soon as any pick-up is made. Delays of more than two (2) hours after notification by the City will be noted and recorded as a service deficiency where appropriate.
- (iii) Dead animals are not normally picked up from private property with the exception of deer. 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.

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

#### D3. DEFINITIONS

D3.1 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;

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

D4.1 The Contract Administrator is The City of Winnipeg, represented by:

Derek Goodman, C.E.T.  
Technologist 2

Telephone No. 204-226-2107

Email Address: [dgoodman@winnipeg.ca](mailto:dgoodman@winnipeg.ca)

D4.2 Before commencement of Work, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

#### **D5. CONTRACTOR'S SUPERVISOR**

D5.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.

D5.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

#### **D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

#### **D7. NOTICES**

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

## **SUBMISSIONS**

### **D8. AUTHORITY TO CARRY ON BUSINESS**

D8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

### **D9. INSURANCE**

D9.1 The Contractor shall provide and maintain the following insurance coverage:

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

D9.2 Deductibles shall be borne by the Contractor.

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

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

## **SCHEDULE OF WORK**

### **D10. COMMENCEMENT**

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

D10.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
  - (i) evidence of authority to carry on business specified in D8;
  - (ii) evidence of the workers compensation coverage specified in C6.14; and
  - (iii) evidence of the insurance specified in D9.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

### **D11. LIQUIDATED DAMAGES**

D11.1 The Contractor shall remedy the service deficiency specified in E8.2 within two (2) hours of receipt, and report back to the City within twenty four (24) hours of receipt, the time and date when the remedy occurred. Failure to do so will result in a liquidate damage of seventy-five dollars (\$75.00) per occurrence.



D11.2 The amount specified for liquidated damages in D11.1 is based on a genuine pre-estimate of the City's damages.

D11.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **CONTROL OF WORK**

### **D12. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

D12.1 Further to C6.23, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D12.2 The Contractor shall provide adequate supervision of its employees and shall ensure that all such employees conduct themselves in a manner appropriate to people and shall without limitation ensure that employees:

- (a) behave in a courteous and polite manner (no profanity or excess noise) to City staff and other personnel;
- (b) do not smoke within a City facility;
- (c) obey all posted safety rules;
- (d) use their own radio(s) or telephones or cellular telephones necessary for on-site communication; and
- (e) when employees are in the facility, that it is kept secure from entry by unauthorized persons,

### **D13. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

D13.1 Further to B12.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B12.4.

### **D14. SAFETY**

D14.1 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.

D14.2 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.

D14.3 The Contractor shall do whatever is necessary to ensure that:

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

- D14.4 The Contractor shall provide mandatory training for employees and Subcontractors (if applicable) involved with the Contract. The training shall include, but is not limited to, health and safety training, training on how to operate equipment and vehicles, and emergency response measures.
- D14.5 Health and Safety training shall include but not be limited to:
- (a) site specific potential hazards;
  - (b) use of personal protective equipment (PPE);
  - (c) work practices by which the employee can minimize the risks from potential hazards;
  - (d) discussion and recognition of symptoms associated with exposure to hazards, i.e. adverse weather conditions, heat, cold, personal hygiene; and
  - (e) Health and Safety training, WHMIS training, workplace safety, first aid training, traffic control training, and other relevant training.
- D14.6 The Contractor shall not utilize an employee that has not received mandatory safety training.
- D14.7 Upon request from the Contract Administrator, the Contractor will provide written confirmation and documentation that all employees directly involved with the Contract have undergone a complete safety training program before undertaking any Work within the Contract. This written confirmation will be updated as new employees are engaged.
- D14.8 A copy of the safety training policies and procedures will be provided to the Contract Administrator at least at least sixty (60) calendar days after receiving notice of award, and revisions forwarded to the Contract Administrator through the term of the Contract when the Contractor undertakes such revisions. The Contractor's safety training policies and procedures are subject to the City's review.
- D14.9 All Subcontractors shall receive the mandatory training prior to commencing Work during the operations period.
- D14.10 The Contractor is responsible for the supply all safety equipment and safety supply materials required for the Work. This includes, but is not limited to:
- (a) hard hats, CSA safety footwear, coveralls, eye protection, hearing protection,, safety vests, puncture proof gloves, and any other personal protective equipment (PPE) that may be required;
  - (b) fire extinguishers (as required by the fire standards);
  - (c) any other safety equipment required by Applicable Law;
  - (d) any other safety equipment required to comply with policies and/or procedures for the Landfill; and
  - (e) any other safety equipment required by the City.
- D14.11 In addition to all legally-required safety equipment, the Contractor shall equip all Collection vehicles with the following:
- (a) approved back-up beeper horns;
  - (b) rotating amber caution light(s) mounted on the top or rear of the vehicle, which shall be clearly visible at all times;
  - (c) spill kits including hand tools (e.g. broom, shovel, etc.) and absorbent materials to facilitate the sweeping of any material which may be spilled;
  - (d) emergency kit for vehicle breakdowns, e.g. traffic cones;
  - (e) The Contractor shall continually maintain and update the safety devices for vehicles and equipment to meet the required safety standards throughout the duration of the Contract
- D14.12 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. 110/2012 and Neighborhood Livability By-Law No. 1/2008. The Contractor should refer to the Health Links website at <http://gov.mb.ca/health/wnv> for information on handling birds from the crow family (corvids) since they may be a carrier of the West Nile virus.

- D14.13 The Contractor shall upon arrival at the Brady Road Resource Management Facility scale office notify the weigh master they are transporting of dead animals. The contractor shall wait until instructions are given as to where the animals are to be disposed.
- D14.14 The Contractor shall take all reasonable measures to facilitate the safe movement of traffic, and the safe pick-up of all dead animals involved.

## **D15. EQUIPMENT**

- D15.1 To ensure equipment suitability for effective Contract performance throughout the duration of the Works, vehicles and equipment used in the performance of the Work shall be no older than the seven (7) years at any point in the Contract unless previously inspected and approved by the Contract Administrator.
- D15.2 The Contractor shall ensure that all collection equipment and vehicles comply with all Federal, Provincial and Municipal government acts and regulations.
- D15.3 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.
- D15.4 All dead animals weighing less than fifty (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.
- D15.5 The Contractor shall advise the Contract Administrator, of any changes to the Equipment Schedule 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 twenty-four (24) hours of equipment changes.
- D15.6 Each collection vehicle shall carry sufficient hand-tools (e.g. brush, broom and shovels) to clean up any debris that may have been dropped or spilled by the Contractor.
- D15.7 The Contractor shall at all times, supply, operate and maintain a sufficient number of vehicles with operators to properly provide the Work.
- D15.8 The Contractor shall be responsible to supply all vehicle with back-up alarms
- D15.9 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 one flashing or oscillating blue or amber light.
- D15.10 All vehicles shall be clearly labelled, indicating the Contractor's name and unit number. Letters and numbers used for identification purposes must be a minimum of one hundred (100) mm in height and positioned in such a manner as to be clearly visible when standing at either side of the vehicle. Only such identified vehicles cleared for access into the Brady Road Resource Management Facility will be permitted a no-charge entry as per E7.1 Collection

vehicles shall be properly constructed, maintained, and sufficiently enclosed to prevent or eliminate the depositing of any debris onto the streets during the performance of the Contract.

D15.11 The vehicles must be capable of functioning in extreme ambient temperatures of -40C to +60C.

D15.12 Collection vehicles shall be properly constructed, maintained, and sufficiently enclosed to prevent or eliminate the depositing of any debris onto the streets during the performance of the Contract.

## **D16. INSPECTION**

D16.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection.

D16.2 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.

## **D17. ORDERS**

D17.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

## **D18. RECORDS**

D18.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D18.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) user name(s) and addresses and/or location;
- (b) order date(s);
- (c) service date(s); and
- (d) description and quantity of services provided.

D18.3 The Contractor shall provide the Contract Administrator with a copy of the usage records for each year within thirty (30) Calendar Days of the end of that Calendar year and within thirty (30) Calendar Days at the end of any Contract extension period should the Contract be extended.

## **MEASUREMENT AND PAYMENT**

### **D19. INVOICES**

D19.1 Further to C11, the Contractor shall submit an invoice for each portion of Work performed to:

The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9

Facsimile No.: 204- 949-0864  
Email: [CityWpgAP@winnipeg.ca](mailto:CityWpgAP@winnipeg.ca)

D19.2 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.

D19.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D19.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B7.**

#### **D20. PAYMENT**

D20.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D20.2 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

#### **WARRANTY**

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

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

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS**

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

#### **E2. HISTORICAL DEAD ANIMAL COLLECTION TRENDS**

- E2.1 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.
- E2.2 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.
- E2.3 The following tables provide historical information on the number of dead animals picked up under this Contract.

<b>2016</b>	CAT	DOG	DEER	SKUNK	SQUIRREL	FOX	RABBIT	OTHER	GEESE	Total
JANUARY	12	4	32	0	2	1	11	2	0	64
FEBRUARY	25	4	26	2	1	2	7	4	0	71
MARCH	47	14	58	3	6	1	22	13	19	183
APRIL	72	5	54	7	7	2	28	18	39	232
MAY	92	4	61	11	17	3	47	16	21	272
JUNE	79	6	74	10	8	2	40	19	10	248
JULY	102	8	52	13	16	3	39	27	27	287
AUGUST	94	4	58	38	33	6	59	16	33	341
SEPTEMBER	106	7	80	43	26	3	28	27	8	328
OCTOBER	92	9	131	20	17	3	34	15	48	369
NOVEMBER	119	3	208	6	14	2	25	10	13	400
DECEMBER	21	3	33	0	0	0	10	4	2	73
<b>TOTALS</b>	<b>861</b>	<b>71</b>	<b>867</b>	<b>153</b>	<b>147</b>	<b>28</b>	<b>350</b>	<b>171</b>	<b>220</b>	<b>2868</b>
<b>2017</b>	CAT	DOG	DEER	SKUNK	SQUIRREL	FOX	RABBIT	OTHER	GEESE	Total
JANUARY	14	6	39	1	1	0	12	6	2	81
FEBRUARY	15	4	61	6	4		7	3	0	100
MARCH	55	19	86	5	7	3	40	13	13	241
APRIL	51	17	89	0	9	6	26	26	41	265
MAY	82	8	53	6	9	0	42	27	37	264
JUNE	92	3	83	13	13	0	53	4	23	284
JULY	74	7	41	21	15	2	49	20	49	278
AUGUST	109	8	61	32	23	0	61	18	34	346
SEPTEMBER	105	10	69	44	15	3	34	26	14	320
OCTOBER	95	3	94	15	9	1	23	7	33	280
NOVEMBER	29	10	86	9	1	2	15	8	23	183
DECEMBER	12	0	39	0	1	0	1	0	3	56
<b>TOTALS</b>	<b>733</b>	<b>95</b>	<b>801</b>	<b>152</b>	<b>107</b>	<b>17</b>	<b>363</b>	<b>158</b>	<b>272</b>	<b>2698</b>
<b>2018</b>	CAT	DOG	DEER	SKUNK	SQUIRREL	FOX	RABBIT	OTHER	GEESE	Total
JANUARY	16	1	53	3	1	0	3	0	0	77
FEBRUARY	8	2	56	0	1	0	5	0	0	72
MARCH	50	2	29	8	1	0	15	5	0	110
APRIL	64	7	75	10	4	0	23	12	28	223
MAY	74	6	38	12	7	0	34	16	44	231
JUNE	67	7	48	19	8	2	62	9	24	246
JULY	83	7	39	24	13	1	51	18	9	245
AUGUST	93	12	77	22	24	1	57	26	49	361
SEPTEMBER	83	10	86	43	16	1	35	34	23	331
OCTOBER	114	4	144	45	15	0	22	16	13	373
NOVEMBER	61	4	94	4	0	1	14	5	8	191
DECEMBER	13	5	57	0	1	1	6	5	1	89
<b>TOTALS</b>	<b>726</b>	<b>67</b>	<b>796</b>	<b>190</b>	<b>91</b>	<b>7</b>	<b>327</b>	<b>146</b>	<b>199</b>	<b>2549</b>

### E3. SERVICES

- E3.1 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.
- E3.2 The Contractor shall locate, pickup and dispose of all dead deer identified for removal from all private property of the City in accordance with the requirements hereinafter specified.
- E3.3 The Contractor shall also pick up and dispose of dead animals from the Animal Services Agency.

- E3.4 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.
- E3.5 The Contractor shall be available on an "on-call" basis for the hours described below, three hundred and sixty-five (365) days per year, and be reachable by a Winnipeg local telephone.
- E3.6 The Contractor shall pick up dead animals between 06:00 hours and 22:00 hours, and shall respond within two (2) hours of notification by the City. Calls received between 22:00 hours and 06:00 hours shall be paid for at the unit price for Extra Work. The Contractor shall notify the City as soon as any pick-up is made. Delays of more than two (2) hours after notification by the City will be noted and recorded as a service deficiency where appropriate.
- E3.7 Dead animals are not normally picked up from private property with the exception of deer. 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.

#### **E4. DOMESTIC ANIMALS SPECIAL REQUIREMENTS**

- E4.1 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. All deceased cats and dogs shall be delivered daily to the Winnipeg Humane Society. The time, location, and description of animal shall be written on a tag or article to aid in future identification. The Dead Animal Services Contractor will deliver deceased animals to the Winnipeg Humane Society for the identification processing at agreed upon times between the Contractor and the Winnipeg Society Manager of the Lost & Found department.

#### **E5. ANIMAL SERVICES AGENCY – PICK-UPS**

- E5.1 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 two hundred (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 two hundred (200) kg and less than four hundred (400) kg may be required and will be paid for at the unit price for Special pick-ups.

#### **E6. EXTRA WORK**

- E6.1 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 any animal 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.
- E6.2 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 fifteen (15) minutes.

#### **E7. DISPOSAL OF ANIMALS**

- E7.1 The animals picked up under this Contract with the exception of cats and dogs shall be disposed by any legal means (i.e.: rendering plant, crematorium, or landfill). Cats and dogs shall be taken to the Winnipeg Humane Society. The Contractor disposing of animals picked up



under this Contract shall not be assessed a tipping fee at Brady Road Resource Management Facility for animals picked under this contract.

E7.2 The Brady Road Resource Management Facility is open every day except for Remembrance Day, December 25, and January 1. Use of this site is limited to the regular hours as established and changes on a seasonal basis. The hours of operation for the Site are available on the City of Winnipeg's Website ([www.winnipeg.ca](http://www.winnipeg.ca))

## **E8. SERVICE STANDARDS**

E8.1 One of the goals of the City of Winnipeg Solid Waste Services Division is to provide excellent service to its customers.

E8.2 In order to determine the level of service being provided, the City operates a Call Centre and tracks service deficiencies and other calls from its customers. Every call to the Call Centre generates a service request. Also, service requests can be generated by City employees. Service requests are categorized into:

- (a) Service Deficiency; service deficiencies are typically, but not limited to, missed pick up within the allotted time; profanity; damage to private or public property.
- (b) Request for service; A Request for Service would be as follows:
  - (i) locating, picking up and disposing of animals from thoroughfares and other public areas;
  - (ii) picking up and disposing of animals from the Animal Services Agency;
  - (iii) when authorized, pick up and dispose of animals from private property; and
  - (iv) when authorized, pick up and dispose of animals outside of regular hours.

E8.3 Where collection has not been provided in accordance with D2.2 and a Service Deficiency is generated, the Contractor will be notified of the service deficiency and shall return a second time to the location for collection at no additional cost to the City.

E8.4 The Contract Administrator shall provide to the Contractor a copy of every service request indicated above. The City will supply and install a computer terminal and associated software in the Contractor's office to directly receive service requests electronically. The Contractor will be required to respond to the Work order and complete the service request electronically. The City will provide software application training during this process. Installation for this equipment will be paid by the City. The Contractor will be responsible to supply an internet connection, paper and printer toner for this equipment at their cost.

E8.5 Further to E8.2, where the Service Request was generated under circumstances beyond the control of the Contractor, the Contract Administrator, at his/her sole discretion, has the right to cancel Service Requests. This discretion will only be applied in a limited number of cases.

E8.6 If in the opinion of the Contract Administrator, the Contractor is not performing the Work reasonably in accordance with the approved schedule, the Contract Administrator may demand, in writing more collection vehicles and/or staff to be provided by the Contractor immediately, and upon the Contractor's failure to provide them, the City may arrange to hire additional staff and vehicles and charge the cost of such hire to the Contractor.

E8.7 In addition the Contract Administrator may request the suspension, discharge, or other disciplinary action of any employee directly involved in pick-up of dead animals for one or more of the following activities during working hours, and the Contractor shall comply with such request as promptly as possible:

- (a) Found in the possession of or under the influence of alcohol and/or mind-altering drugs;
- (b) The use of foul, profane, vulgar or obscene language, or other publicly offensive behaviour;
- (c) Solicitation of gratuities or tips from the public services performed under this Contract;
- (d) The refusal to collect and/or handle dead animals in accordance with this Contract;

- (e) The wanton or malicious damage or destruction of public or private property;
- (f) The provision of services by staff who are clothed in a manner that is clearly of an unacceptable public standard.
- (g) The disregard of signs, instructions and speed limits at the Brady Road Resource Management Facility.

## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE

- 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 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.
- F1.3 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.4 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work.