



THE CITY OF WINNIPEG

TENDER

TENDER NO. 379-2024

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, July 15, 2024.

B2.2 The Contract Administrator or the Manager of Purchasing 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 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.

B3.4 The Bidder is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Bid or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

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.

B4.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

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 MERX website at www.merx.com.

B6.4 The Bidder is responsible for ensuring that they have received all addenda and is advised to check the MERX 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 10 of Form A: Bid/Proposal. 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 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.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in their 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 they wish 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 their 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 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.
- B8.3 The Bid shall be submitted electronically through MERX at www.merx.com.
- B8.3.1 Bids will **only** be accepted electronically through MERX.
- B8.4 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).

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 their own name, their 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 their 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 13 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 their 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 their duly authorized officer or officers;
- (d) if the Bidder is carrying on business under a name other than their 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 entered 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 C12.2.3, 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 Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.

B10.6 Bidders are advised that the calculation indicated in B17.4 will prevail over the Total Bid Price entered in MERX.

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) N/A

B12. CONFLICT OF INTEREST AND GOOD FAITH

B12.1 Further to C3.2, 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 their 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 their 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 their 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 their 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 their 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 their sole discretion:

- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of their 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 their 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 their 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 their 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, Purchasing Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

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;
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.4 and D7);
- (e) provide a copy for each firearm documentation, approved by the Government of Canada and Winnipeg Police Service;
- (f) provide proof of license as Operator under the Pesticides Act for all technicians proposed to perform the Work under this Contract; and
- (g) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - ;

B13.4 Further to B13.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at [Accessibility Training](#) for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B13.5 The Bidder shall submit, within ten (5) 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.

B13.6 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.

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 Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.

B14.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.

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 11 of Form A: Bid/Proposal.

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 until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B16. WITHDRAWAL OF BIDS

B16.1 A Bidder may withdraw their Bid without penalty at any time prior to the Submission Deadline.

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 their Bid or in other information required to be submitted, that they are 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.
- B17.4.2 Bidders are advised that the calculation indicated in B17.4 will prevail over the Total Bid Price entered in MERX.
- 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 their 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.
- B18.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B18.4.1 The Contract Documents, as defined in C1.1(p), 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.
- B18.5 Following the award of contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2020-01-31) 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, Purchasing Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the provision of pest control services for the period from the September 1, 2024 until August 31, 2025, 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 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 June 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.1.3 Bidders are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

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 required" basis during the term of the Contract.

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

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

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

D3. COOPERATIVE PURCHASE

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

- D3.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.
- D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.
- D3.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.
- D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
 - (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 their total requirement for an item are to be supplied under its contract; and
 - (d) any additional delivery charge identified and accepted in accordance with D3.4 and D3.5 will apply.
- D3.7 Each participant will be responsible for the administration of their contract and the fulfilment of their obligations under their 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) **"Initial Treatment"** means the initial set up including all equipment and material to gain control of the pest problem;
 - (b) **"Supply Chain Disruption"** means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption; and
 - (c) **"User"** means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract .

D5. CONTRACT ADMINISTRATOR

- D5.1 The Contract Administrator is:
Eme Ekeoma-Uche
Contracts Officer
Telephone No. 204 986-8268
Email Address. eekeoma-uche@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. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D6.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D6.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D6.1.2 The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;
- (c) reasonably accommodating assistive devices, support persons, and support animals;
- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

D7. UNFAIR LABOUR PRACTICES

D7.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.

D7.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.

D7.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).

D7.4 Failure to provide the evidence required under D8.3, may be determined to be an event of default in accordance with C18.

D7.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.

D7.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above requirements, any

cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.

D7.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D8.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.

D7.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

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. SAFE WORK PLAN

D9.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D9.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

D10. INSURANCE

D10.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (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 E5 Firearms: Evidence of operations to include: the possible occasional use of Fire Arms.

D10.2 Deductibles shall be borne by the Contractor.

- D10.3 All policies shall be taken out with insurers duly licensed to carry on business in the Province of Manitoba.
- D10.4 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 Documents, as applicable.
- D10.5 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.
- D10.6 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.

D11. MATERIAL SAFETY DATA SHEETS

- D11.1 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.
- D11.2 The Contractor shall use only products that have been pre-approved in writing by the City.
- D11.3 During the Contract, the Contractor shall leave one (1) copy of MSDS for each chemical used at each Site with the User.
- D11.4 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.
- D11.5 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.
- D11.6 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.

SCHEDULE OF WORK

D12. COMMENCEMENT

- D12.1 The Contractor shall not commence any Work until they are in receipt of a notice of award from the City authorizing the commencement of the Work.
- D12.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D9;
 - (ii) evidence of the workers compensation coverage specified in C6.17;
 - (iii) evidence of the insurance specified in D11;

- (iv) the material safety data sheets specified in D12; and
- (v) the direct deposit application form specified in D21.
- (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. The Contractor shall provide documentation identifying their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work, this shall be supplied to the Contract Administrator.

D13. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D13.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the delivery requirements and schedule identified in the Contract in close consultation with the Contract Administrator.
- D13.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D13.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D13.4 For any delay related to Supply Chain Disruption and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D14.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D13.5 The Work schedule, including the durations identified in D2 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D13.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

CONTROL OF WORK

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 their 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;

D15. DEFICIENCIES

D15.1 Further to C11.7, the Contract Administrator may order the Contractor to alter or improve their methods, to increase or improve their Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:

- (a) the Work is not being, or will likely not be, performed satisfactorily; or
- (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.

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.

D18. WINNIPEG CLIMATE ACTION PLAN AND ANNUAL FUEL REPORTING

D18.1 The Contractor shall submit to the Contract Administrator for approval no later than March 31st of each year of the Contract and following the end of a Contract, a detailed report (for the reporting period January 1st to December 31st of each calendar year) that includes accurate quantities of each type of fuel consumed for motor vehicles and equipment used in performing the Work, including the following details:

D18.2 Total fuel use (in litres) for each fuel type consumed, sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable)

D18.3 If fuel use (in litres) is not available – total vehicle kilometers travelled, sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable).

D18.4 If fuel use (in litres) and vehicle kilometers travelled are not available – total vehicle usage (in hours), sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable).

D18.5 Any other information requested by the Contract Administrator.

D18.6 The City will use the reports to track and report on total greenhouse gas production from vehicle use in both City operations and City contracted services. This initiative aims to reduce air

pollution and the production of greenhouse gas emissions while demonstrating the City's commitment to environmental sustainability in implementing the Winnipeg Climate Action Plan.

MEASUREMENT AND PAYMENT

D19. INVOICES

D19.1 Further to C12, 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

Send Invoices to CityWpgAP-INVOICES@winnipeg.ca

Send Invoice Inquiries to CityWpgAP-INQUIRIES@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.

D20. PAYMENT

D20.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

D21. PURCHASING CARD

D21.1 Notwithstanding D21, the Contractor shall allow Users to charge items to their purchasing cards at no extra cost.

D21.2 The Contractor's credit card website/gateway shall have appropriate current Payment Card Industry Data Security standards (PCI DSS) certification www.pcisecuritystandards.org. 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.

D22. PAYMENT SCHEDULE

D22.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D23. WARRANTY

D23.1 Warranty is as stated in C13.

DISPUTE RESOLUTION

D24. DISPUTE RESOLUTION

D24.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D25.

D24.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D24.3 The entire text of C21.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Purchasing Division Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.

D24.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):

- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
- (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
 - (i) The Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
 - (iii) Department Head.

D24.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.

D24.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.

D24.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.

D24.4.1 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D25.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

THIRD PARTY AGREEMENTS

D25. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D25.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D25.2 Further to D26.1, in the event that the obligations in D26 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.
- D25.3 For the purposes of D26:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D25.4 Modified Insurance Requirements
- D25.4.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and their Ministers, officers, employees, and agents shall be added as additional insureds.
- D25.4.2 If applicable the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D25.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D25.4.4 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D25.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D25.5 Indemnification By Contractor
- D25.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Services, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

D25.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
- (b) any damage to or loss or destruction of property of any person; or
- (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Contract or the Work.

D25.6 Records Retention and Audits

D25.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D25.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Services, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D26.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D25.7 Other Obligations

D25.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D25.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D25.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.

D25.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

D25.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.

D25.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or

officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

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. PEST TYPES AND SERVICES REQUIRED

E3.1 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: 1/2" 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.

E3.2 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.

E3.3 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.

E3.4 The City prefers a step approach that begins with physical, biological and then chemical as a last resort.

E4. ENVIRONMENTAL CLEAN UP

E4.1 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.

E4.2 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.

E4.3 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.

E4.4 Serious and/or repeated defaults of this nature may be grounds for termination of the Contract.

E5. FIREARMS

E5.1 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.

E5.2 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.

E5.3 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.

E6. COMMUNICATION

E6.1 A list of the Users and phone numbers for each Site will be provided to the successful Bidder.

E6.2 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

E7. COMPLETION OF WORK

E7.1 The Contractor shall complete the Work for Sections A, B and C.

E7.2 Fuel surcharges shall be included in items in Section A, B and C on Form B: Prices

E7.3 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.

E7.4 The City reserves the right to add or remove locations for scheduled Work with prior notice to the Contractor.

E7.5 The City reserves the right to reduce or increase the frequency of scheduled Work with prior notice to the Contractor.

E7.6 Initial inspection of a Site for Initial Treatment shall be at no additional cost to the City.

- E7.7 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)
- E7.8 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.
- E7.9 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.
- E7.9.1 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.
- E7.10 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.
- E7.11 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.
- E7.12 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.
- E7.13 The Work shall be performed inside the buildings/facilities and outside circumference of the buildings/facilities.
- E7.13.1 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.
- E7.14 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.
- E7.15 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.

E7.16 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 E7.8.

E7.17 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.

E8. AS REQUIRED WORK

E8.1 The Contractor shall provide communication service for "as required" Work in accordance with E6.2.

E8.2 The Contractor shall provide, on an "as required" basis, pest control service by: For Section C, the Pest Control Service shall:

- (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.
- E8.3 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).
- E8.3.1 Further to E8.3, build-up resulting from missed scheduled Work shall be at no additional cost to the City.
- E8.4 Work in crawlspaces shall be considered "as required".
- E8.5 On an "as required" basis, the City may require additional traps and services. The pest control services shall include but is not limited to:
- (a) The supply and maintenance of snap traps;
 - (b) The supply and maintenance of mechanical rodent traps (examples include Ketch-All or Quick Catch);
 - (c) The supply and maintenance of rodent bait stations (examples include Protecta);
 - (d) The supply and maintenance of glue boards;
 - (e) The supply and maintenance of Konk aerosol mister kits; and
 - (f) The supply and maintenance of Konk aerosol mister kit refills.
- E8.5.1 Further to E8.5, the Contractor shall supply, deliver and install the traps, including but not limited to the placement and initial baiting of the trap(s).
- E8.5.2 Further to E8.5, the Contractor shall maintain and service the trap(s) as part of the scheduled Work, including but not limited to cleaning, re-baiting and disposing. Only if applicable, any costs associated to the maintenance and service of additional traps acquired by the City, these costs shall be added onto the maintenance fee as listed in Section A, B and C. The fees (if applicable) shall be indicated with Items No. 144, 145, 146, 150 and 151.
- E8.6 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.

- E8.6.1 Further to E8.6, goods shall be delivered on an “as required” basis during the term of the contract, f.o.b. destination, freight prepaid, to various locations within the City.
- E8.6.2 Goods shall be delivered within three (3) Calendar Day(s) of the placing of an order.
- E8.7 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.
- E8.8 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;
- E8.8.1 Further to E8.8, 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.
- E8.8.2 Further to E8.8.1, the Contractor should upon request of the Contract Administrator or designate, provide a cost break down of the program recommended by the Contractor.
- E8.8.3 Further to E8.8, the Contractor shall supply all necessary equipment for the installation of bird traps including but not limited to ladders, lifts and cranes.

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 their place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at their place of residence; or
 - (b) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account:
<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>
- 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 Contact, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform 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 STATIONS)

- F2.1 The City will conduct a Level Two Security Clearance Check for:
- (a) owner(s), members of the Board of Directors and persons with controlling interest in the company; and
 - (b) any individual proposed to perform Work under the Contract for the Winnipeg Police Service.
- F2.2 The Contractor shall provide the Contract Administrator with:

- (a) a list of individuals identified in F1.1;
 - (i) in the case of additional or replacement individuals during the term of the Contract, at least thirty (30) Calendar Days before they assume their controlling role within the company or are proposed to commence Work for the Winnipeg Police Service.
 - (b) A completed Form P-608: Security Clearance Check authorization form available at <https://www.winnipeg.ca/matmgt/templates/information.stm#securitycheck> . Form P-608 must be signed and dated.
 - (i) Signature of Witness shall be signed by the contact person stated on Paragraph 3 of Form A: Bid/Proposal.
- 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) in the case of an additional or replacement individual during the term of the Contract, at least thirty (30) Calendar Days before they assume their controlling role within the company or are proposed to commence Work for the Winnipeg Police Service.
- F2.5 Any company for whom a satisfactory Level Two Security Clearance is not obtained for all owner(s), member(s) of the Board of Directors; and persons with controlling interests in the company will not be qualified for award of Contract.
- F2.6 Any individual proposed to do the Work for whom a satisfactory Level Two Security Clearance is not obtained will not be permitted to perform any Work for Winnipeg Police Service.
- F2.7 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.
- F2.8 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require a further Security Clearance Check.
- F2.8.1 The Contract will be terminated with any Contractor should any owner(s), member(s) of the Board of Directors; or persons with controlling interest in the company fail to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check.
- F2.8.1 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 for the Winnipeg Police Service.
- F2.9 If a person fails a Winnipeg Police Service security clearance check at any level, they will not be able to apply for another clearance for 2 years.

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

- F3.1 Each individual proposed to perform Work under this Contract within facilities associated with the water supply, treatment and distribution system including the Shoal Lake Intake Facility, Shoal Lake Aqueduct, Deacon Reservoir, Water Treatment Plant, Regional Pumping Stations, and Booster Pumping Stations shall be required to obtain a Global Sanctions & PEP Check **and** a Police Information Check as detailed below.
- F3.1.1 The Global Sanctions & PEP Check must be obtained through Sterling BackCheck.
- (a) A Sterling BackCheck account must be setup 72 hours prior to individual security clearances to allow sufficient time for activation of the contracting company's account. If the contracting company has an existing City of Winnipeg Sterling Backcheck vendor account, they may skip to (d) below.
 - (b) An authorized individual of the contracting company must complete the Sterling Backcheck Setup Form. There is no cost to the organization to set up the account.

Click on the link below, complete the form, and hit submit. ******(This form is to be completed by the company, not by the employee requiring the security clearances).
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>

- (c) Within 48 hours of completing the Sterling Backcheck Setup Form, the authorized individual of the contracting company will receive a Username and Password for Sterling Backcheck. It will appear in their inbox as a "Welcome to Sterling Backcheck" email. Upon receipt, the authorized individual of the contracting company will be asked to login to the Sterling Backcheck website to set their security questions and password. Once completed, individual security clearance requests can be submitted.
- (d) In order to run a Global Sanctions & PEP Check and/or a Police Information Check, follow the steps below:
 - (i) Click on the sub-tab labelled "Order eConsent".
 - (ii) Fill out the required information about the employee proposed to perform Work under this Contract within City facilities (the person that requires the security clearances).
 - (iii) Select your location under the "Order Information" section and enter the organization's phone number, if required.
 - (iv) Select the required individual service(s) in the dropdown menu under the "Select Services" section. If both the Global Sanctions & PEP Check and the Police Information Check are required, select the Sterling Backcheck Package One (with electronic identity verification). Once selected, both the Global Sanctions & PEP Check and the Police Information Check should have a grey check mark beside them.
 - (v) Scroll down to the bottom and click the blue "Submit" button. The employee proposed to perform Work under this Contract within City facilities will be invited to complete their security clearance.
 - (vi) The employee will receive the invitation and must click on the link and complete their Global Sanctions & PEP Check and/or Police Information Check.
 - (vii) The results of the Global Sanctions & PEP Check and/or Police Information Check will go directly to the City of Winnipeg and to the authorized individual of the contracting company within 24 hours.
- (e) Any questions related to the Sterling BackCheck process can be directed to Linda Ferens at 204-999-0912 or by email at: linda.ferens@sterlingcheck.com OR managedsupport@sterlingcheck.com

F3.1.2 The Police Information Check must be obtained from one of the following:

- (a) Sterling BackCheck;
 - (i) See F1.1.1(a) thru (e) for instructions on how to set up an account and submit individuals for security checks; or
- (b) A police service having jurisdiction at their place of residence;
 - (i) 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.
 - (ii) The applicant shall provide the original Police Information Check (Form P-612) to the Contract Administrator; or
- (c) Commissionaires (Manitoba Division);
 - (i) Forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>
 - (ii) The applicant shall provide the original Police Information Check to the Contract Administrator; or
- (d) FASTCHECK Criminal Record & Fingerprint Specialists;
 - (i) Forms to be completed can be found on the website at: <https://myfastcheck.com>

- (ii) The applicant shall provide the original Police Information Check to the Contract Administrator.
- F3.2 Any individual for whom a Global Sanctions & PEP Check and/or a Police Information Check is not provided will not be permitted to perform any Work.
- F3.3 Individuals for whom a Global Sanctions & PEP Check indicates “CLEAR” and a Police Information Check demonstrates no previous convictions or pending charges will be permitted to perform Work as specified in F1.1.
- F3.4 Individuals for whom a Global Sanctions & PEP Check does not indicate “CLEAR” and/or a Police Information Check demonstrates previous convictions or pending charges may not be permitted to perform any Work as specified in F1.1.
 - (a) Previous convictions or pending charges may be investigated and a determination will be made by the City as to whether the individual will be permitted to perform any Work.
 - (b) Convictions or pending charges that may preclude an individual from performing any Work include but are not limited to:
 - a. convictions or pending charges related to property offences; and/or
 - b. convictions or pending charges related to crimes against another person.
 - (c) Where additional investigation related to a Global Sanctions & PEP Check or a Police Information Check is required by the City, no extension to critical stages, Substantial Performance, or Total Performance, as applicable, will be provided.
 - (d) Additional investigation by the City may take upwards of six weeks.
- F3.5 Prior to the award of Contract, and during the term of the Contract, if additional or replacement individuals are proposed to perform Work within City facilities, the Contractor shall supply the Contract Administrator with a Global Sanctions & PEP Check and a Police Information Check satisfactory to the City 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.
- F3.6 Any Global Sanctions & PEP Check and Police Information Check determined to be satisfactory to the City 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 their sole discretion and acting reasonably, require an updated Global Sanctions & PEP Check and/or a Police Information Check. Any individual F1.1 who fails to provide a Global Sanctions & PEP Check and/or a Police Information Check satisfactory to the City as a result of a repeated records search will not be permitted to continue to perform any Work as specified in F1.1.