



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 858-2011

PROVISION OF DEAD ANIMAL REMOVAL

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF DEAD ANIMAL REMOVAL

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, December 16, 2011.

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

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

B3. ENQUIRIES

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

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

B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

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

B4. ADDENDA

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

B4.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

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

B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B5. SUBSTITUTES

- B5.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B5.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B13.
- B5.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B5.10 Notwithstanding B5.2 to B5.9, and in accordance with B6.5, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B13.1(a).

B6. BID SUBMISSION

- B6.1 The Bid shall consist of the following components:
- (a) Form A: Bid;

(b) Form B: Prices;

- B6.2 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.
- B6.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B6.4 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B13.1(a).
- B6.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.7 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B6.7.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B6.8 If the Bid is submitted by facsimile transmission, it shall be submitted to (204) 949-1178
- B6.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B7. BID

- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B7.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

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

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

B7.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B8. PRICES

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

B8.1.1 Notwithstanding C11.1.1, 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.

B8.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B8.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B8.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. QUALIFICATION

B9.1 The Bidder shall:

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

B9.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B9.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B9.4 Further to B9.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>)

B9.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B9.6 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.

B10. OPENING OF BIDS AND RELEASE OF INFORMATION

B10.1 Bids will not be opened publicly.

B10.2 Following the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B10.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

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

B11. IRREVOCABLE BID

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

B11.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B12. WITHDRAWAL OF BIDS

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

- B12.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B12.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B12.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
 - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B12.1.3(b), declare the Bid withdrawn.
- B12.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B11.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B13. EVALUATION OF BIDS

- B13.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B5;
- B13.2 Further to B13.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid 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.
- B13.3 Further to B13.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.
- B13.4 Further to B13.1(c), the Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B13.5 This Contract will be awarded as a whole.

B14. AWARD OF CONTRACT

- B14.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B14.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B14.2.1 Without limiting the generality of B14.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;

- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B14.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B13.

B14.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.

B14.4 Notwithstanding C4.1, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B14.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of pick up of dead animals for the period from award of contract until December 31, 2013, with the option of two (2) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective January 1, 2014 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

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

- (a) locating, picking up and disposing of animals from thoroughfares and other public areas;
- (b) picking up and disposing of animals from the Animal Services Agency;
- (c) when authorized, pick up and dispose of animals from private property; and
- (d) when authorized, pick up and dispose of animals outside of regular hours.

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

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

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

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

D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

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

D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:

Chris Kozak, C.E.T.
Environmental Technologist II
Solid Waste Services Division
111-1199 Pacific Ave.
Winnipeg, MB R3E 3S8 .

Telephone No. (204) 986-2384
Facsimile No. (204) 774-6729

- D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5. CONTRACTOR'S SUPERVISOR

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

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

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

D6. NOTICES

- D6.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer

Facsimile No.: (204) 949-1174

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

- D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D8. INSURANCE

- D8.1 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 required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work;

D8.2 Deductibles shall be borne by the Contractor.

D8.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D8.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D8.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D9. SECURITY CLEARANCE

D9.1 Each individual proposed to perform the following portions of the Work:

- (a) any Work on private property;
- (b) any Work within City facilities other than:
 - (i) an underground structure such as a manhole;
 - (ii) in areas and at times normally open to the public;
- (c) communicating with residents and homeowners in person or by telephone;

shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence.

D9.2 The Criminal Record Search shall include a Vulnerable Sector Search. This can be obtained by completing and providing the following in person to the Winnipeg Police Service Bureau of Police Records, 4th Floor, 151 Princess Street:

- (a) Form P-612 Check the following boxes: Vulnerable Sector; and Other by inputting the Bid Opportunity Number in the space provided. This form can be found on the website at:
- (b) www.winnipeg.ca/police/BPR/forms/Criminal_Record_Check_P612.doc
 - (i) Individuals will need to state in Section 2 of the form, that they may be working in City of Winnipeg pools, libraries and community centres;
 - (ii) Individuals will need to sign and date Section 3 of the form.
- (c) Two (2) pieces of identification as stated in Bureau of Police Records on the website at: www.winnipeg.ca/police/BPR/id.stm
- (d) Fee for each individual applying for a Criminal Record Search. Fee schedule can be found on the website at:
- (e) www.winnipeg.ca/police/BPR/fees.stm

D9.2.1 The original Criminal Record Search Certificate (Form P-253) 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 Criminal Record Search Certificate (Form P-253) to the Contract Administrator.

- D9.3 Prior to the commencement of any Work specified in D9.1, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.
- D9.4 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work specified in D9.1.
- D9.5 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- D9.6 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work specified in D9.1.

CONTROL OF WORK

D10. COMMENCEMENT

- D10.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D10.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the insurance specified in D8; and
 - (iv) the security clearances specified in D9.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D11. SERVICE STANDARDS

- D11.1 One of the goals of the City of Winnipeg Solid Waste Services Division is to provide excellent service to its customers.
- D11.2 In order to determine the level of service being provided, the City operates a Call Centre and tracks service deficiencies and other calls from its customers. Every call to the Call Centre generates a service request. Also, service requests can be generated by City employees. Service requests are categorized into:
- (a) Service Deficiency; service deficiencies are typically, but not limited to, missed pick up within the allotted time; profanity; damage to private or public property.
 - (b) Request for service; A Request for Service would be as follows:
 - (i) locating, picking up and disposing of animals from thoroughfares and other public areas;
 - (ii) picking up and disposing of animals from the Animal Services Agency;
 - (iii) when authorized, pick up and dispose of animals from private property; and
 - (iv) when authorized, pick up and dispose of animals outside of regular hours.

The work shall be done on an “as required” basis during the term of the contract.

- D11.3 The City has implemented an electronic system to help the Contractor provide the dead animal service. It will be the intent of the City during this Contract to supply and install a computer terminal and associated software in the Contractor’s office to directly receive service requests electronically
- D11.4 It is the intent of the City during this Contract to supply and install a computer terminal and associated software in the Contractor’s office to directly receive service requests electronically. The Contractor will be required to complete the work order electronically and route to the City in order to complete the service request. The City will provide software application training during this process.
- D11.5 If the service request is a service deficiency, the Contractor shall remedy the service deficiency within two (2) hours of receipt, and report back to the City within six (6) hours of the receipt, the time and date when the remedy occurred. Failure to do so will result in a service fee of fifty dollars (\$50.00) per occurrence.
- D11.6 If in the opinion of the Contract Administrator, the Contractor is not performing the Work reasonably in accordance with the approved schedule, the Contract Administrator may demand, in writing more collection vehicles and/or staff to be provided by the contractor immediately, and upon the Contractor's failure to provide them, the City may arrange to hire additional staff and vehicles and charge the cost of such hire to the Contractor.
- D11.7 In addition the Contract Administrator may request the suspension, discharge, or other disciplinary action of any employee directly involved in pick up of dead animals for one or more of the following activities during working hours, and the Contractor shall comply with such request as promptly as possible:
- (a) Found in the passion of or under the influence of alcohol and/or mind-altering drugs;
 - (b) The use of foul, profane, vulgar or obscene language, or other publicly offensive behaviour;
 - (c) Solicitation of gratuities or tips from the public services performed under this Contract;
 - (d) The refusal to collect and/or handle dead animals in accordance with this Contract;
 - (e) The wanton or malicious damage or destruction of public or private property;
 - (f) The provision of services by staff who are clothed in a manner that is clearly of an unacceptable public standard.

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

- D12.1 Further to C6.23, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).
- D12.2 The Contractor shall provide adequate supervision of its employees and shall ensure that all such employees conduct themselves in a manner appropriate to people and shall without limitation ensure that employees:
- (a) behave in a courteous and polite manner (no profanity or excess noise) to City staff and other personnel;
 - (b) do not smoke within a City facility;
 - (c) obey all posted safety rules;
 - (d) use their own radio(s) or telephones or cellular telephones necessary for on site communication; and
 - (e) when employees are in the facility, that it is kept secure from entry by unauthorized persons,

D12.3 The Contractor and his employees are prohibited from entering the premises of any location other than to perform the work of this contract unless accompanied by plant staff. The Contractor or his personnel will not be allowed to operate equipment other than described in this contract. No one other than the Contractor and his driver or helper shall be allowed on the City of Winnipeg owned property.

D13. SAFETY

D13.1 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.

D13.2 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.

D13.3 The Contractor shall do whatever is necessary to ensure that:

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

D13.4 The Contractor shall comply with all applicable Civic, Provincial and Federal acts, regulations, and by-laws including but not restricted to, the following: Workplace Health and Safety Act, City of Winnipeg Streets By-law, City of Winnipeg Traffic By-law, Manitoba Highway Traffic Act and Manual of Temporary Traffic Control in Work Areas on City Streets, and in particular, the Solid Waste By-Law No. 1304/76 and Anti-Litter By-Law No. 1076/75. The Contractor should refer to the Health Links website at <http://gov.mb.ca/health/wnv> for information on handling birds from the crow family (corvids) since they may be a carrier of the West Nile virus.

D13.5 The Contractor shall take all reasonable measures to facilitate the safe movement of traffic, and the safe pick-up of all dead animals involved.

D14. EQUIPMENT

D14.1 All equipment used in carrying out this Contract shall satisfy the provisions of all regulations for transporting dead animals. Equipment used in this Contract shall be equipped with an orange flashing light which shall be operated when a pick-up is being made. All equipment shall be kept hygienically clean and odour free at all times.

D14.2 All dead animals weighing less than fifty (50) kilograms shall be placed in durable plastic bags for transport. All deer shall be placed in durable, sealed, clear polyethylene bags. The Contractor shall supply all bags.

D14.3 The Contractor shall advise the Contract Administrator, of any changes to the proposed Equipment Schedule submitted with the bid which may become necessary from time to time in the carrying out of this Contract. This list shall be maintained current, with all revisions communicated to the City within twenty-four (24) hours of equipment changes.

D14.4 Lighting:

- (a) The Contractor shall be responsible to supply all equipment with a lighting system sufficient to facilitate the work safely.

- (b) Each vehicle shall be provided with all of the necessary lighting prescribed by the motor vehicle laws of the Province of Manitoba.
- (c) In particular, this Contract will be administered to ensure that all equipment is equipped with the following lighting to meet the requirements of the Highway Traffic Act:
 - (i) At least one flashing or oscillating blue or amber light.

D14.5 All vehicles shall be clearly labelled, indicating the Contractor's name and unit number. Letters and numbers used for identification purposes must be a minimum of one hundred (100) mm in height and positioned in such a manner as to be clearly visible when standing at either side of the vehicle. Only such identified vehicles cleared for access into the Landfill will be permitted a no-charge entry as per E6.1.

D15. INSPECTION

D15.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection.

D15.2 Periodic inspections of the Contract area including vehicle inspections and contents therein contained, will be made by the Contract Administrator or designate, to verify that the service supplied by the Contractor is adequate in all respects. If any deviations from the required of the Contract exist, they will be noted, and the Contractor or representative will be notified, either orally or in writing, as stated elsewhere in this Contract, of the corrective measures to be taken. Such periodic inspections do not relieve the Contractor in any way from making independent inspections to ensure that the Work is being performed satisfactorily.

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 and/or location;
- (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 usage records for each year within thirty (30) Calendar Days of the end of that Calendar year and within thirty (30) Calendar Days at the end of any Contract extension period should the Contract be extended.

D18. HISTORICAL DEAD ANIMAL COLLECTION TRENDS

D18.1 Information on the major types of animals collected on a monthly basis is included to identify the monthly number and animal-type variations experienced in the past, for purposes of future trend estimates. Most pick-ups are for animals less than 50 kg, with deer representing the normal exception.

D18.2 On occasion the Contractor is requested to pick-up various dead animals. However, upon arriving at the noted location the dead animal is not evident. This may be the result of a number of reasons such as the pet owner retrieving their pet, concerned citizens picking up a hurt animal, etc. The Contractor shall report these incidents as a No Show.

D18.3 The following tables provide historical information on the number of dead animals picked up under this Contract.

2008	CAT	DOG	DEER	SKUNK	SQUIRREL	FOX	RABBIT	OTHER	No Show	Totals	Cum Total
JANUARY	9	2	16		1		5	1	10	44	44
FEBRUARY	9	2	20		1		3		6	41	85
MARCH	21	3	17	2			17	4	13	77	162
APRIL	37	5	31	6	5	1	44	29	29	187	349
MAY	46	8	17	6	10		30	37	26	180	529
JUNE	55	3	20	11	7		32	39	25	192	721
JULY	50	1	18	9	13		58	48	46	243	964
AUGUST	47	9	29	10	25	2	47	56	28	253	1217
SEPTEMBER	54	4	32	8	23		41	34	38	234	1451
OCTOBER	48	10	32	8			25	30	29	182	1633
NOVEMBER	28	2	43		4		12	11	21	121	1754
DECEMBER	9	2	15			1	1	1	10	39	1793
TOTALS	413	51	290	60	89	4	315	290	281	1793	

2009	CAT	DOG	DEER	SKUNK	SQUIRREL	FOX	RABBIT	OTHER	Totals
JANUARY	10	5	22		1			8	46
FEBRUARY	8	3	22		1		4	12	50
MARCH	33	4	32	2			6	26	103
APRIL	85	7	48	6	6	1	29	58	240
MAY	70	7	56	17	13		40	103	306
JUNE	110	6	44	21	17		54	95	347
JULY	113	21	53	17	17	2	49	83	355
AUGUST	92	12	47	44	22	1	37	61	316
SEPTEMBER	99	12	60	55	27		34	47	334
OCTOBER	120	11	109	28	15	1	14	27	325
NOVEMBER	86	15	73	10	13	1	14	15	227
DECEMBER	24	3	37	5	2		2	5	78
TOTALS	850	106	603	205	134	6	283	540	

2010	CAT	DOG	DEER	SKUNK	SQUIRREL	FOX	RABBIT	OTHER	Totals
JANUARY	18	4	26	1			1	4	54
FEBRUARY	12	5	16	5			3	2	43
MARCH	59	11	40	14	3	1	24	24	176
APRIL	75	10	35	10	9	2	43	15	199

MAY	88	11	48	42	11	1	44	63	308
JUNE	73	26	61	18	6	5	34	40	263
JULY	99	10	33	31	14	2	34	75	298
AUGUST	97	15	77	44	15		30	44	322
SEPTEMBER	105	15	49	61	16	2	25	37	310
OCTOBER	144	26	100	43	8	2	24	51	398
NOVEMBER	81	22	109	19	9	2	17	17	276
DECEMBER	22	11	35	2			8	6	84
TOTALS	873	166	629	290	91	17	287	378	

MEASUREMENT AND PAYMENT

D19. INVOICES

D19.1 Further to C11, the Contractor shall submit an invoice for each order delivered to:

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

Facsimile No.: (204) 949-0864

Email: CityWpgAP@winnipeg.ca

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 goods delivered;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

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

D19.4 Bids Submissions must be submitted to the address in B6.7.

D20. PAYMENT

D20.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D20.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B5.

E2. SERVICES

- E2.1 The Contractor shall locate, pickup and dispose of all dead animals identified for removal from all public areas and thoroughfares within the boundaries of the City in accordance with the requirements hereinafter specified.
- E2.2 The Contractor shall locate, pickup and dispose of all dead deer identified for removal from all private proerty of the City in accordance with the requirements hereinafter specified.
- E2.3 The Contractor shall also pick up and dispose of dead animals from the Animal Services Agency.
- E2.4 The Contractor shall be prepared to carry out the Work under all weather and travel conditions-- the only exception being in the case of an act of God (such as a flood, or an exceptionally heavy snowfall) which prevents the carrying out of the service. However, even in such cases, areas which are able to be serviced shall be serviced. Service may be temporarily postponed only after notifying the Contract Administrator. Should a temporary postponement of service be required, service must be resumed at the earliest possible time following the postponement, or as stipulated by the Contract Administrator.
- E2.5 The Contractor shall be available on an "on-call" basis for the hours described below, three hundred and sixty-five (365) days per year, and be reachable by a Winnipeg local telephone.
- E2.6 The Contractor shall pick up dead animals between 06:00 hours and 22:00 hours, and shall respond within two (2) hours of notification by the City. Calls received between 22:00 hours and 06:00 hours shall be paid for at the unit price for after hours pickup. The Contractor shall call back to advise the City as soon as any pick-up is made. Delays of more than two (2) hours after notification by the City will be noted and recorded as a service deficiency where appropriate.
- E2.7 Dead animals are not normally picked up from private property with the exception of deer. Pick-ups from private property will be paid for at the unit price for Pick-ups - Private Property. Only pick ups authorized in advance of the Work being done will be paid for.

E3. DOMESTIC ANIMALS SPECIAL REQUIREMENTS

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

E3.2 Further, all deceased cats and dogs shall be delivered daily to the Winnipeg Humane Society. The time, location, and description of animal shall be written on the article to aid in future identification. The Dead Animal Services Contractor will deliver deceased animals to the Winnipeg Humane Society for the identification processing at agreed upon times between the Contractor and the Winnipeg Society Manager of the Lost & Found department.

E4. ANIMAL SERVICES AGENCY – PICK-UPS

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

E4.2 On occasion the Contractor is requested to pick-up various dead animals. However, upon arriving at the noted location the dead animal is not evident. This may be the result of a number of reasons such as the pet owner retrieving their pet, concerned citizens picking up a hurt animal, etc. The Contractor shall report these incidents as a “No Show”. There will be no payment for “No Shows”.

E5. EXTRA WORK

E5.1 When the Contractor is required to pick up an unusually large animal, such as a full-sized cow or horse, from readily accessible locations such as public roadways or playgrounds, or any animal from more isolated locations such as the Assiniboine Forest, or from a creek or riverbank, such special activities shall be deemed beyond the lump sum compensations of these Works, and the Contractor is entitled to compensation as an extra work item.

E5.2 No activities deemed to be so qualified as extra work shall be commenced unless specifically authorized by the Contract Administrator, or designate. The value of the extra work shall be based on the hourly rate quoted for the extra work and shall be the number of hours necessary to complete the extra work to the nearest fifteen (15) minutes.

E6. DISPOSAL OF ANIMALS

E6.1 The animals picked up under this Contract with the exception of cats and dogs shall be disposed by any legal means (i.e.: rendering plant, crematorium, or landfill). Cats and dogs shall be taken to the Winnipeg Humane Society. The Contractor disposing of animals picked up under this Contract shall not be assessed a tipping fee at Brandy Landfill site for animals picked up under this contract. Use of this site is limited to the regular hours as established and change on a seasonal basis for current landfill hours visit:
<http://www.winnipeg.ca/waterandwaste/garbage/bradyroad.stm>

E6.2 Currently, the Landfill is closed on December 25 (Christmas Day), January 1 (New Year's Day) and Remembrance Day. Confirmation of operating hours at this site can be made by telephoning the Landfill Information Line at 784-9000 code 9814 at any time of the day.