



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 38-2017

PROVISION OF PEST CONTROL SERVICES

TABLE OF CONTENTS

PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	3

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	7
B5. Confidentiality	7
B6. Addenda	7
B7. Substitutes	8
B8. Bid Submission	8
B9. Bid	9
B10. Prices	10
B11. Disclosure	10
B12. Qualification	10
B13. Opening of Bids and Release of Information	11
B14. Irrevocable Bid	11
B15. Withdrawal of Bids	12
B16. Evaluation of Bids	12
B17. Award of Contract	13

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Cooperative Purchase	1
D4. Pest Types and Services Required	2
D5. Environmental Clean Up	3
D6. Firearms	3
D7. Definitions	4
D8. Contract Administrator	4
D9. Contractor's Supervisor	4
D10. Ownership of Information, Confidentiality and Non Disclosure	5
D11. Notices	5

Submissions

D12. Authority to Carry on Business	5
D13. Insurance	5
D14. Material Safety Data Sheets	6

Control of Work

D15. Commencement	6
D16. The Workplace Safety and Health Act (Manitoba) – Qualifications	7
D17. Safety	7
D18. Orders	7
D19. Records	7

Measurement and Payment

D20. Invoices	8
D21. Payment	8
D22. Purchasing Card	8

Warranty

D23. Warranty	8
---------------	---

PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. Services	1
E3. Work	1
E4. Table A	4
E5. Table B	6
E6. Table C	6

PART F - SECURITY CLEARANCE

F1. Security Clearance (Section A – Winnipeg Area)	1
F2. Security Clearance (Section B – Police Facilities)	1
F3. Security Clearance (section C – Shoal Lake and Deacon)	3

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, August 4, 2017.

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

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

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Bidders may view the Sites only during the dates and times provided in B3.

B3.2 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.

B3.3 The Bidder is responsible for determining:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the nature of the surface and subsurface conditions at the Site;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect his/her Bid or the performance of the Work.

B3.4 For Shoal Lake Site Investigation:

- (a) To get to East Braintree, travel approximately 1.5 hours east on Highway #1. You will pass towns such as Richer, Hadashville, Prawda and McMunn. Turn right at PR308 (East Braintree). This is clearly marked on highway #1. Travel south over a small bridge, through an "S" curve, to a set of railway tracks, approximately ½ mile from #1 highway. Turn east (left) and park your vehicle at the metal shed. A track unit will meet you there. There will be safety orientation upon arrival to Shoal Lake.
- (b) There are no washroom facilities in East Braintree. The last washroom stop is in Prawda at the service stations.

B3.5 Bidders shall provide the Contract Administrator with a Public Safety Verification Check obtained not earlier than one (1) year prior to the Site Visit, if attending the following facilities:

- (a) 360 McPhillips Street (McPhillips Pumping Station);
- (b) 875 Lagimodiere Boulevard (MacLean Pumping Station);
- (c) 68 Hurst Way (Hurst Pumping Station); and
- (d) Shoal Lake

- B3.5.1 The Public Safety Verification Check may be obtained from organization listed in F3.1. Note that the check will take up to 48 hours to complete. Refer to Part F – Security Clearance for further information.
- B3.5.2 Bidders that do not provide a Public Safety Verification Check to the Contract Administrator prior to the Site Investigation for the Sites mentioned in B3.5, will be denied entrance to the Site. Bidders are advised that it may take more than five (5) Business Days to obtain a Public Safety Verification Check.

B3.6 Dates and times of Site Visits;

B3.6.1

Wednesday, July 12, 2017

	Street Address	City Contact	Phone Number	Start Time	End Time	Tour Length
1	5014 Dugald Road (Cemetery)	Janzen O'Donnell	204-794-4258	8:30am	8:40am	10
2	1121 Wabasha (Roland Michener Arena)	Joedi Pruden	204-986-7533	8:50am	9:00am	10
3	701 Day Street (WFP Station 25)	Lorne Grapentine	204-986-2145	9:05am	9:15am	10
4	111 Victoria Avenue West (Transcona Library)	Archie Espinosa	204-612-9588	9:20am	9:35am	15
5	95 Bournais Drive (Bernie Wolfe Pool)	Adam Rankine	204-986-6659	9:45am	9:55am	10
6	1446 Regent Ave. East (WFP Station 21)	Lorne Grapentine	204-986-2145	10:05am	10:15am	10
7	960 Thomas Avenue (WFMA)	Archie Espinosa	204-612-9588	10:25am	10:45am	20
8	960 Thomas ST (PW-24) Tool Room Building	Archie Espinosa	204-612-9588	10:45am	10:55am	10
9	55 Watt Street (WFP Station 2)	Lorne Grapentine	204-986-2145	11:05am	11:15am	10
10	180 Poplar Ave	Mikail Van Rooyen	204-803-3979	11:25am	11:35am	10
11	575 Larsen Avenue (East End Cultural Center)	Lorne Grapentine	204-986-2145	11:45am	11:55am	10
LUNCH						
12	565 Watt Street	Lorne Grapentine	204-986-2145	1:00pm	1:10pm	10
13	640 Kimberly Avenue (WFP)	Rick Shumila	204-232-9470	1:20pm	1:30pm	10
14	Terry Sawchuk Arena	Jordon Vinette	204-794-4403	1:40pm	1:55pm	15
15	909 Concordia Avenue (Elmwood Kildonans Pool)	Adam Rankine	204-986-6659	2:00pm	2:20pm	20
16	489 London ST (Munroe Library)	Archie Espinosa	204-612-9588	2:30pm	2:40pm	10
17	1229 Springfield (Public Works)	Chris Olbrecht	204-794-4281	2:55pm	3:05pm	10
18	1867 Springfield (Harbourview Golf Course)	Michel Pilon	204-222-2751	3:15pm	3:30pm	15
19	1665 Rothesay Street (WFP Station 24)	Lorne Grapentine	204-986-2145	3:45pm	3:55pm	10

B3.6.2

Friday, July 14, 2017

	Street Address	City Contact	Phone Number	Start Time	End Time	Tour Length
1	2230 Main Street (NEWPCC)	Bob Romance		8:30am	9:20am	50
2	2170 Main Street (Parks & Open Space)	Lorne Grapentine	204-986-2145	9:25am	9:35am	10
3	Kildonan Park Staff Buildings	Dave Chervinski	204-479-5470	9:45am	9:55am	10
4	2021 Main Street (Kildonan Golf Course)	Ryan Bochinski	204-986-5679	10:05am	10:15am	10
5	1001 McGregor Street (WFP Station 16)	Lorne Grapentine	204-986-2145	10:25am	10:35am	10
6	365 Jefferson (Library)	Rick Kliever	204-918-1375	10:45am	10:55am	10
7	260 Hartford Avenue (Police)	Rick Kliever	204-918-1375	11:05am	11:15am	10
8	1637 Main Street (Bleak House)	Lorne Grapentine	204-986-2145	11:25am	11:35am	10
9	601 Aikens Street (St. Johns leisure Center)	Rick Kliever	204-918-1375	11:45am	11:55am	10
LUNCH						
10	500 Salter Street (St. Johns Library)	Rick Kliever	204-918-1375	1:00pm	1:10pm	10
11	603 Redwood Avenue (WFP Station 6)	Lorne Grapentine	204-986-2145	1:20pm	1:30pm	10
12	90 Sinclair Avenue (N.E. Centennial Pool)	Brad Oliver	204-986-5893	1:40pm	1:50pm	10
13	86 Sinclair Avenue (N.E. Centennial Pool)	Brad Oliver	204-986-5893	1:50pm	2:00pm	10
14	Old Ex Arena	Jordon Vinette	204-794-4403	2:10pm	2:25pm	15
15	1501 Church Avenue (WFP Station 17)	Lorne Grapentine	204-986-2145	2:40pm	2:50pm	10
16	444 Adsum Drive (Seven Oakes Pool)	Brad Oliver	204-986-5893	3:00pm	3:20pm	20
17	10 Allan Blye Drive (WFP Station 7)	Lorne Grapentine	204-986-2145	3:30pm	3:45pm	15
18	2546 McPhillips Street (Fire Department)	Rick Shumila	204-232-9470	3:55pm	4:15pm	20

B3.6.3

Tuesday, July 18, 2017

	Street Address	City Contact	Phone Number	Start Time	End Time	Tour Length
1	4403 Waverley Street (LaBarriere Park)	Taras Konyk	204-794-4290	8:30am	8:40am	10
2	1901 Brady Road (Landfill)	Ed Rowinski	204-986-8119	9:00am	9:15am	15
3	1745 Wyper Road - WPS (Shooting Range)	Keith Bell	204-794-4412	9:35am	9:50am	15
4	6820 Wilkes (Perimeter Road Pumping Station)	Jorge Martins	204-986-4244	10:10am	10:30am	20
5	7740 Wilkes (WEWPCC)	Jorge Martins	204-986-4244	10:40am	10:50am	10
6	John Blumberg Golf Course	Alan Shane	204-986-3999	11:10am	11:20am	10
7	5000 Roblin Blvd. (WFP Station 18)	Lorne Grapentine	204-986-2145	11:40am	11:55am	15
LUNCH						
8	700 Assinboine Park Drive	Central Control Office	204-986-2351	1:00pm	1:10pm	10
9	735 Assinboine Park Drive	Taras Konyk	204-794-4290	1:20pm	1:30pm	10
10	2490 Portage Avenue (WFP Station 36)	Lorne Grapentine	204-986-2145	1:45pm	2:00pm	15
11	320 Whytewold Street (WFP Station 19)	Lorne Grapentine	204-986-2145	2:10pm	2:20pm	10
12	2777 Portage Avenue	Lorne Grapentine	204-986-2145	2:30pm	2:40pm	10
13	525 Banting Drive (WFP Station 20)	Lorne Grapentine	204-986-2145	2:50pm	3:00pm	10
14	3176-3180 Portage Avenue (Three (3) Buildings)	Brent Daurie	204-470-7378	3:05pm	3:20pm	15
15	3180 Portage Avenue	Central Control Office	204-986-2351	3:20pm	3:30pm	10
16	644 Parkdale Street (St. James Centennial Pool)	Darren Berg	204-986-6711	3:40pm	3:55pm	15
17	2055 Ness Street (St. James Civic Center)	Darren Berg	204-986-6711	4:10pm	4:30pm	20

B3.6.4

Friday, July 21, 2017

	Street Address	City Contact	Phone Number	Start Time	End Time	Tour Length
1	27 Sage Creek (WFP Station 27)	Lorne Grapentine	204-986-2145	8:30am	8:45am	15
2	1525 Dakota Street (WFP Station 26)	Lorne Grapentine	204-986-2145	9:00am	9:10am	10
3	100 Ed Spencer Drive (SEWPCC)	Ron Halweg		9:25am	9:35am	10
4	880 Dalhousie Drive (WFP Station 23)	Lorne Grapentine	204-986-2145	9:50am	10:00am	10
5	685 Dalhousie Drive (Margaret Grant Pool)	Riaz Hussain	204-226-2089	10:05am	10:25am	20
6	Kings Park (Kings Drive & Kilkenny)	Taras Konyk	204-794-4290	10:40am	10:50am	10
7	236 River Road (Cemetery)	Janzen O'Donnell	204-794-4258	11:10am	11:20am	10
8	1057 St. Mary's Road (WFP Station 14)	Lorne Grapentine	204-986-2145	11:30am	11:40am	10
9	6 Fermor Street (St. Vital Library)	Gerald Morris	204-226-2069	11:50am	12:05pm	15
LUNCH						
10	604 St. Mary's Road	Mike Lemoine		1:05pm	1:15pm	10
11	10 Rue Des Meurons (Windsor Park Golf Course)	Gayle Phillips	204-986-3006	1:25pm	1:35pm	10
12	1215 Archibald Street (Bonivital Pool)	Riaz Hussain	204-226-2089	1:45pm	2:05pm	20
13	1083 Autumnwood (WFP)	Rick Shumila	204-232-9470	2:15pm	2:25pm	10
14	875 Lagimodiere Boulevard (MacLean Pumping Station)	Dan Merredew	204-986-2094	2:40pm	2:50pm	10
15	864 Marion Street - Fire Hall (WFP Station 9)	Rick Shumila	204-232-9470	3:00pm	3:10pm	10
16	552 Plinguet Street (3 buildings)	Addison Aiden		3:20pm	3:50pm	30
17	337 Des Meurons (WFP Station 3)	Lorne Grapentine	204-986-2145	4:00pm	4:10pm	10

B3.6.5

Tuesday, July 25, 2017

	Street Address	City Contact	Phone Number	Start Time	End Time	Tour Length
1	510 King Street (Turtle Island)	Lorne Grapentine	204-986-2145	8:30am	8:40am	10
2	457 Main ST	Felix Adolphe	204-986-2129	8:50am	9:20am	30
3	365 Main St	Gerald Morris	204-226-2069	9:30am	10:00am	30
4	510 Main Street - Administration Bldg. (incl. roof, basements)	Central Control Office	204-986-2351	10:10am	10:30am	20
5	510 Main Street (Cafeteria Main Floor)	Central Control Office	204-986-2351	10:30am	10:45am	15
6	185 King Street	Felix Adolphe	204-986-2129	10:50am	11:00am	10
7	151 Princess Street (includes Com-Centre)	Central Control Office	204-986-2351	11:05am	11:20am	15
8	311 Ross Avenue (Warehouse)	Felix Adolphe	204-986-2129	11:30am	11:40am	10
9	380 William Avenue (Archives)	Felix Adolphe	204-986-2129	11:45am	12:00pm	15
LUNCH						
10	65 Ellen Street (WFP Station 1)	Lorne Grapentine	204-986-2145	1:00pm	1:10pm	10
11	40 Mayfair Pl.	Mikail Van Rooyen	204-986-2458	1:25pm	1:35pm	10
12	150 Osborne Street (WFP Station 4)	Lorne Grapentine	204-986-2145	1:45pm	1:55pm	10
13	25 Poseidon Bay (Pan Am Pool)	Monica Smith	204-986-6711	2:15pm	2:35pm	20

B3.6.6

Thursday, July 27, 2017

	Street Address	City Contact	Phone Number	Start Time	End Time	Tour Length
	Shoal Lake-Departing from East Braintree Manitoba	Toni Willis	204-783-3847	9:00am	11:30am	150

B3.6.7

Friday, July 28, 2017

	Street Address	City Contact	Phone Number	Start Time	End Time	Tour Length
1	524 Osborne Street	Keith Bell	204-794-4412	8:30am	8:40am	10
2	625 Osborne Street	Elizabeth Settle	204-986-2775	8:45am	9:00am	15
3	799 Lilac Street (WFP Station 13)	Lorne Grapentine	204-986-2145	9:10am	9:20am	10
4	1360 Pembina Hwy (Fort Garry Library)	Dennis Kowalyshyn	204-479-5362	9:30am	9:45am	15
5	1567 Waverley Street (WFP Station 22)	Lorne Grapentine	204-986-2145	9:55am	10:05am	10
6	1539 Waverley Street (Public Works Department)	Dennis Kowalyshyn	204-479-5362	10:10am	10:30am	20
7	1120 Waverley Street (WWD)	Dennis Kowalyshyn	204-479-5362	10:40am	11:00am	20
8	68 Hurst Way (Hurst Pumping Station)	Dan Merredew	204-986-2094	11:10am	11:20am	10
LUNCH						
9	1780 Taylor Avenue (WFP Station 12)	Lorne Grapentine	204-986-2145	1:00pm	1:10pm	10
10	1691 Corydon ave	Taras Konyk	204-794-4290	1:20pm	1:30pm	10
11	20-Westgate (Cornish Library)	Dennis Kowalyshyn	204-479-5362	1:45pm	1:55pm	10
12	381 Sherbrook Avenue (Sherbrook Pool)	Rob L'Heureux	204-986-3926	2:05pm	2:25pm	20
13	430 Langside Street (Magnus Eliason Recreation Center)	Carolyn Bamforth	204-451-3735	2:30pm	2:50pm	20
14	251 Donald Avenue (Millennium Library)	Trevor Nickel	204-793-5701	3:00pm	4:00pm	60
15	245 Smith St (Winnipeg Police Service Headquarters)	Keith Bell	204-794-4412	4:05pm	4:35pm	30
16	266 Graham Ave	General Office	204-986-8696	4:40pm	5:00pm	20

B3.6.8

Monday, July 31, 2017

	Street Address	City Contact	Phone Number	Start Time	End Time	Tour Length
1	999 Sargent Avenue (Cindy Klassen Pool)	Rob L'Heureux	204-986-3926	8:30am	8:50am	20
2	845 Sargent Avenue (Fire Station)	Rick Shumila	204-232-9470	8:55am	9:15am	20
3	659 1/2 Wellington Avenue (Shops)	Scott Mitchell	204-479-5356	9:20am	9:25am	5
4	752 McGee Street (Shops)	Scott Mitchell	204-479-5356	9:25am	9:30am	5
5	726 Furby Street (WFP)	Lorne Grapentine	204-986-2145	9:35am	9:45am	10
6	200 Isabel Avenue (Freight House Leisure Center)	Lorne Grapentine	204-986-2145	9:55am	10:25am	30
7	799 Logan Ave Pioneer Arena	Jordon Vinette	204-794-4403	10:30am	10:45am	15
8	770 Ross Avenue (WFMA)	Andrea Cecchini	204-986-5346	10:50am	11:10am	20
9	195 Tecumseh Street (Shops)	Jason Stevenson	204-803-4129	11:20am	11:30am	10
10	821 Elgin Avenue (Shops)	Michael Cantor	204-986-2619	11:35am	11:45am	10
11	215 Tecumseh Street (Shops)	Aaron Lennon	204-986-5505	11:50am	12:00pm	10
LUNCH						
12	1466 William Avenue (WFPS and Day Care)	Rick Kliever	204-918-1375	1:00pm	1:15pm	15
13	50 Myrtle ST	Paul Johnson	204-986-2129	1:20pm	1:30pm	10
14	44 Bangor Avenue (Public Works Department)	General Office		1:40pm	1:55pm	15
15	1277 Pacific Avenue (Stores)	Colin Carson	204-794-4333	2:00pm	2:15pm	15
16	1220 Pacific Avenue (Public Works Department)	Paul Johnson	204-986-2129	2:20pm	2:25pm	5
17	1199 Pacific Avenue (Public Works Department)	Paul Johnson	204-986-2129	2:30pm	2:45pm	15
18	1155 Pacific Avenue (Water and Waste Department)	Paul Johnson	204-986-2129	2:50pm	3:05pm	15
19	235 McPhillips Street (WFP Station #40)	Tom Howards	204-986-3193	3:10pm	3:20pm	10
20	1057 Logan Avenue (Animal Control)	Paul Johnson	204-986-2129	3:25pm	3:35pm	10
21	360 McPhillips Street (McPhillips Pumping Station)	Dan Merredew	204-986-2094	3:45pm	3:55pm	10

B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the Contract Administrator identified in D8.1.
- B4.2 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.
- B4.3 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.
- B4.4 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.
- B4.5 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.
- B4.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3.6 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. CONFIDENTIALITY

- B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Bidder before receipt hereof; or
 - (b) becomes publicly known other than through the Bidder; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity 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 Bid Opportunity, 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.
- B6.2.1 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>
- B6.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.3 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.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B16.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. BID SUBMISSION

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices.

- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.4 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.5 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 B16.1(a).
- B8.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B8.7 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
- B8.7.1 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.
- B8.8 If the Bid is submitted by facsimile transmission, it shall be submitted to 204 949-1178
- B8.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B8.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B9. BID

- B9.1 The Bidder shall complete Form A: Bid, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 Paragraph 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/her own name, it shall be signed by the Bidder;

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

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

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

B10. PRICES

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

B10.1.1 Notwithstanding C11.1.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

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

B11. DISCLOSURE

B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B11.2 The Persons are:

- (a) Abell Pest Control
- (b) Poulin's Professional Pest Control

B12. QUALIFICATION

B12.1 The Bidder shall:

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

- B12.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B12.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
 - (d) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - Security Clearance.
- B12.4 The Bidder shall be prepared to submit, within ten (10) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor, as follows:
- (a) Provide a copy for each firearm documentation, approved by the Government of Canada and Winnipeg Police Service;
 - (b) Provide proof of license as Operator under the Pesticides Act for all technicians proposed to perform Work under this Contract.
- B12.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B12.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B13. OPENING OF BIDS AND RELEASE OF INFORMATION

- B13.1 Bids will not be opened publicly.
- B13.2 Following the Submission Deadline, the names of the Bidders and their Section Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B13.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B13.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B14. IRREVOCABLE BID

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

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

B15. WITHDRAWAL OF BIDS

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

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

B15.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B15.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Bid until after the Submission Deadline has elapsed;
- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Bid withdrawn.

B15.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B14.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B16. EVALUATION OF BIDS

B16.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
- (c) Bid Price;
- (d) economic analysis of any approved alternative pursuant to B7;
- (e) costs to the City of administering multiple contracts.

B16.2 Further to B16.1(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.

B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.

B16.4 Further to B16.1(c), the Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices for:

- (a) award as a whole; or
- (b) award separately by section.

B16.5 This Contract may be awarded as a whole or separately in sections as identified on Form B: Prices.

- B16.5.1 Notwithstanding B10.1, the Bidder may, but is not required to, bid on all sections.
- B16.5.2 Notwithstanding B17.3, the City shall not be obligated to award any section to the responsible Bidder submitting the lowest evaluated responsive Bid for that section and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on all sections, he/she shall have no claim against the City if his/her partial Bid is rejected in favour of an award of the Contract on the basis of an alternative or section upon which he/she has not bid.

B17. AWARD OF CONTRACT

- B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B17.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B17.2.1 Without limiting the generality of B17.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Bid is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B17.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B16.
- B17.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B17.4 Notwithstanding C4.1, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B17.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 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 the Provision of Pest Control Services for the period from October 1, 2017 until September 30, 2018, 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 October 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

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

- (a) Pest Control Services within and outside perimeter of 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;
- (d) Pest Control Services at cemeteries, parks and open spaces on City of Winnipeg property; and
- (e) Bird Control Services within the City of Winnipeg.

D2.3 The Work shall be done on a scheduled and 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 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.4 Notwithstanding D2.1, 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 Contract is advised that this is a cooperative purchase.

D3.2 The Contract Administrator may, from time to time during the term of the Contract, may approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.

- D3.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of The City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.
- D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same services;
 - (b) a participant may specify a duration of Contract shorter than the duration of this Contract;
 - (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
 - (d) any additional delivery charge identified and accepted in accordance with clause D3.4 and D3.5 will apply.
- D3.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.
- D3.8 No participant shall have the right or authority to effect a change in the contract, or of any other Participant in this Contract.

D4. PEST TYPES AND SERVICES REQUIRED

- D4.1 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:
 - (i) Pests such as mice, voles, rats, squirrels, groundhogs, racoons, skunks, cats, and rabbits.
 - (b) Bird Control including:
 - (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:
 - (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, carpants, worms, water beetles and strawberry root weevils.
 - (d) Flying Insect Control including:
 - (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:

- (i) If items such as netting include additional charges, these potential costs are to be clearly identified on Form B: Prices – Section D. The City may exercise one or any combination of approaches, where the Contractor provides the labour, materials and equipment to perform the following:
 - (i) Plan 1 – Supply and installation of netting: ½” square (that does not restrict airflow where air vents are involved). Quantities will be based on one (1) square foot for comparing bids only;
 - (ii) Plan 2 – Supply and installation of obstruction spikes, Nixolite or other approved products.
 - (f) Clean-up of Hantavirus Mice and /or droppings.
 - (g) Clean-up of Bird droppings.
- D4.2 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.
- D4.3 The Contractor should:
- (a) Take a sustainable approach of Integrated Pest Management; and
 - (b) Should evaluate the site(s) and report any building maintenance issues that may contribute to a pest control issue.
- D4.4 The City prefers a step approach that begins with physical, biological and then chemical as a last resort.

D5. ENVIRONMENTAL CLEAN UP

- D5.1 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.
- D5.2 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 D5.3, whichever is sooner.
- D5.3 In the event that the Contractor does not comply with D5.1 and D5.2 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.
- D5.4 Serious and/or repeated defaults of this nature may be grounds for termination of the Contract.

D6. FIREARMS

- D6.1 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.

D6.2 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.

D6.3 The Contractor must take the following precautions:

- (a) Prior to shooting of pigeons, contact Police (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;
 - (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;
 - (iii) Must have the Contractor's vehicle labelled with Contractor's name visible;
- (c) When the Work is complete:
 - (i) Contact the Winnipeg Police Service to inform them when the Work is complete.

D7. DEFINITIONS

D7.1 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;
- (b) "**Initial Treatment**" means the initial set up including all equipment and material to gain control of the pest problem.

D8. CONTRACT ADMINISTRATOR

D8.1 The Contract Administrator is:

Francisco Aguirre
Contract Officer

Telephone No. 204 986-3855
Email Address: faguirrepineda@winnipeg.ca

D8.2 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.

D9. CONTRACTOR'S SUPERVISOR

D9.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.

D9.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D9.2.1 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.

D10. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D10.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D10.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D10.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D10.4 A Contractor who violates any provision of D10 may be determined to be in breach of Contract.

D11. NOTICES

- D11.1 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
- D11.2 **Bid Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B8.**

SUBMISSIONS

D12. AUTHORITY TO CARRY ON BUSINESS

- D12.1 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.

D13. INSURANCE

- D13.1 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 an 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 D Only: Evidence of operations to include : the possible occasional use of Fire Arms**

D13.2 Deductibles shall be borne by the Contractor.

D13.3 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.

D13.4 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.

D13.5 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.

D14. MATERIAL SAFETY DATA SHEETS

D14.1 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 five (5) Business Days prior to the commencement of Work.

D14.2 The Contractor shall use only products that have been pre-approved in writing by the City.

D14.3 During the Contract, the Contractor shall leave one (1) copy of MSDS for each chemical used at each Site with the User.

D14.4 During the Contract, the Contractor should, upon request, provide one (1) copy of any documentation regarding products covered under the Pest Control Products (PCP) Act.

D14.5 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.

D14.6 The Contractor is required to obtain prior approval by the Contract Administrator and shall provide a detailed description of the methods proposed for extermination for the various type of pests, and to include any current MSDS for each chemical proposed to be used under the Contract in the event that:

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

CONTROL OF WORK

D15. COMMENCEMENT

D15.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D15.2 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 D12;

- (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the insurance specified in D13; and
 - (iv) evidence of the material safety data sheets as specified in D14.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D16. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D16.1 Further to B12.3(c), the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B12.3(c).

D17. SAFETY

D17.1 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.

D17.2 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.

D17.3 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;

D18. ORDERS

D18.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D19. RECORDS

D19.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D19.2 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.

D19.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D20. INVOICES

D20.1 Further to C11, the Contractor shall submit an invoice for each portion of work performed delivered to:

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

Facsimile No.: 204 949-0864
Email: CityWpgAP@winnipeg.ca

D20.2 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.

D20.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D20.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B8.**

D21. PAYMENT

D21.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D21.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D22. PURCHASING CARD

D22.1 The Contractor shall allow Users to charge items to their purchasing cards at no extra cost.

D22.2 The Contractor's credit card website/gateway shall have appropriate current Payment Card Industry Data Security standards (PCI DSS) certification, (<https://www.pcisecuritystandards.org/index.shtml>). The credit card gateway shall meet the credit card data security requirements outlined by the Payment Card Industry Security Standards Council (PCI SSC) for service providers and/or software vendors.

WARRANTY

D23. WARRANTY

D23.1 Notwithstanding C12, Warranty does not apply to this Contract.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

- (a) Bait trays (open at the top) are not allowed.
- (b) The Contractor and the Contractor's employees providing service to any City facility, except Parks and Open Spaces, shall sign-in and sign-out, wear visible identification (upon request) at the facility and shall receive a signature and printed name of the City employee authorizing Work started and completed at the Site upon each visit.
- (c) The Contractor's service technicians shall perform work with minimal disruption to occupants, place baits in discrete locations, and not disturb existing equipment, fixtures, finishes or structures. Any work requiring drilling of holes or disturbing existing equipment is required to be approved by the Contract Administrator or designate.
- (d) The Contractor shall contact the Contract Administrator or designate 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.

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.

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 The City's objective is to have the Sites, identified on Form B: Prices, pest free.

E2.3 The Contractor shall control and maintain Sites free from pests. The Contractor will be expected to maintain the current level of control.

E2.4 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 promptly.

E2.5 The Contractor shall provide forty-eight (48) hour notice to the User, prior to commencement of the Work, for each Site during the Contract for monthly maintenance visits.

E2.6 A list of the Users and phone numbers for each Site will be provided to the successful Bidder.

E3. WORK

E3.1 The Work shall consist of Sections A, B, C and D as indicated on Form B: Prices.

E3.2 For **Sections A and B: Primary Locations within the Perimeter Highway (TABLE A and TABLE B) – inside buildings and outside circumference of the buildings** the Pest Control Service shall:

- (a) Provide an Initial Treatment upon commencement of Contract within the first two (2) 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 E2.2);
- (d) Mark-up floor plan(s) of the Site (floor plans will be provided by the Contract Administrator 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;
- (e) Provide, upon request of the Contract Administrator or designate, device stickers for visual placement where equipment is set up by the Contractor (approval shall be granted by the Contract Administrator or designate 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 designate 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 D5;
- (j) Identify outdated product and equipment to the Contract Administrator to arrange safe removal but not remove same until granted permission by the Contract Administrator or designate.

E3.3 The Contractor shall provide monthly maintenance visits where requested by the Contract Administrator or designate approximately every thirty (30) calendar days +/- 3 days regularity performing as follows:

- (a) Monitoring 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) Check, empty/rewind City Ketch-alls/Quick Catch/Tin Cat Traps;
- (e) Remove dead pest(s) and dispose of in a professional manner, including mouse droppings;
- (f) **Immediately** notify the Contract Administrator or designate of any defective or damaged equipment.

E3.4 The Contractor shall provide, on an "as required" basis, pest control service by:

- (a) Providing call back service to a Site within 24 hours of call from the User;
- (b) Inspecting of 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;
- (c) Providing a quoted price in writing to the Contract Administrator or designate (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);
- (d) Commencing Work within 24 hours upon the Contract Administrator or designate 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.
- (e) Complete the Work within 24 hours of commencement, or otherwise agreed upon;
- (f) Promptly report any delay or change to an agreed commencement or completion date to the Contract Administrator or designate;
- (g) 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;
- (h) Clean and disinfect the Site (including removal of feces) by disposing in a professional manner (ie: landfill site);
- (i) The City on an "as required basis" may purchase aerosol insecticide which may include:
 - (i) Konk 409 Insecticide;
 - (ii) Konk 408 Insecticide Flying Insect Killer;
 - (iii) Konk Hornet and Wasp Killer Insecticide; and
 - (iv) Konk Foam Insecticide.

E3.5 For **Shoal Lake (TABLE C)** – inside buildings and outside circumference and area grounds the Pest Control Service shall:

- (a) 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 where requested by the Contract Administrator or designate approximately every thirty (30) calendar days +/- 3 days regularity performing as follows:
 - (i) Monitoring of Sites and equipment;
 - (ii) Replenishing bait stations and clean up any product spills;
 - (iii) Replacing bait stations when they become lost or broken;
 - (iv) Check, empty/rewind City Ketch-alls/Quick Catch/Tin Cat Traps;
 - (v) Remove dead pest(s) and dispose of in a professional manner, including mouse droppings;
 - (vi) Immediately notify the Contract Administrator or designate of any defective or damaged equipment.

E3.6 For **Section D: Bird Control in City of Winnipeg Buildings** the Contractor shall provide on an "as required" basis bird control service 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 co-ordinated for the safety of Civic employees, the public, and the property and equipment of both public and private.**

E4. TABLE A

- E4.1 Pools:
- | | |
|---------------------------|---------------------------|
| 444 Adsum Drive | Seven Oaks Pool |
| 909 Concordia Ave | Elmwood/Kildonan Pool |
| 25 Poseidon Bay- | Pan Am Pool |
| 381 Sherbrook Street - | Sherbrook Pool |
| 999 Sargent Avenue - | Cindy Klassen Pool |
| 90 Sinclair St- | North End Centennial Pool |
| 644 Parkdale Street - | St. James Centennial Pool |
| 1215 Archibald Street - | Bonivital Pool |
| 685 Dalhousie Drive - | Margaret Grant Pool |
| 1101 Wabasha Street- | Transcona Pool |
| 1887 Pacific Avenue West- | Eldon Ross Pool |
| 95 Bournais Drive | Bernie Wolfe Pool |
| Kildonan Park | Pavilion and Outdoor Pool |
- E4.2 Libraries:
- | | |
|---------------------------|--------------------------------|
| 251 Donald Street - | Millenium Library |
| 365 Jefferson Avenue- | West Kildonan Library |
| 1910 Portage Avenue- | St. James Library |
| 6 Fermor Avenue- | St. Vital Library |
| 765 Keewatin Street- | Sir William Stephenson Library |
| 66 Allard Avenue- | Westwood Library |
| 489 London Street- | Munroe Library |
| 111 Victoria Avenue West- | Transcona Library |
| 1520 Corydon Avenue- | River Heights Library |
| 500 Salter Street- | St. John's Library |
| 380 William Avenue - | Archives Library |
| 1168 Dakota Street- | Louis Riel Library |
| 20 West Gate- | Cornish Library |
| 1360 Pembina Hwy.- | Fort Garry Library |
| 625 Osborne Street- | Osborne Library |
- E4.3 Recreation and Leisure Centers:
- | | |
|----------------------|-----------------------------------|
| 200 Isabel Street - | Freight House Leisure Centre |
| 601 Aikens Street - | St.John's Leisure Centre |
| 625 Osborne Street- | Fort Rouge Leisure Center |
| 86 Sinclair Street- | North End Senior Center |
| 2055 Ness Avenue - | St. James Civic Centre |
| 575 Larsen Avenue | East End Culture & Leisure Centre |
| 430 Langside Street- | Magnus Eliason Rec Center |
| 510 King Street - | Turtle Island Section |
| 2021 Main Street- | Peguis Pavilion |
- E4.4 Arenas:
- St. James Civic Center
 - Roland Michener Arena
 - Terry Sawchuk Arena
 - Old Ex Arena
 - Pioneer Arena

Sargent Park Arena

- E4.5 WFMA – Winnipeg Fleet Management Service:
195 Tecumseh Street
215 Tecumseh Street
770 Ross Avenue
1539 Waverley Street
- E4.6 WFPS – Winnipeg Fire and Paramedic Service:
2546 McPhillips Street-WFPS
65 Ellen Street #1
55 Watt Street #2
337 Rue Des Meurons #3
150 Osborne Street #4
845 Sargent Avenue Fire Station #5
603 Redwood Avenue #6
10 Allan Blye Drive #7
640 Kimberly Avenue #8
864 Marion Street #9
1354 Border Street #10
1780 Taylor Avenue #12
799 Lilac Street #13
1057 St. Mary's Road #14
1083 Autumnwood Drive #15
1001 McGregor Street #16
1501 Church Avenue #17
5000 Roblin Blvd. #18
320 Whytewold Road #19
525 Banting Drive #20
1446 Regent Avenue West #21
1567 Waverley Street #22
880 Dalhousie #23
1665 Rothesay Street #24
701 Day Street #25
1525 Dakota Street #26
Sage Creek #27
524 Osborne Street #30
726 Furby Street #31
598 St. Mary's Road #33
2490 Portage Avenue #36
700 Assiniboine Park Drive
- E4.7 Animal Service:
1057 Logan Avenue-Animal Services
- E4.8 Golf Course:
1867 Springfield Road-Harbour View Golf Course
2021 Main Street-Kildonan Golf Course
10 Rue des Meurons -Windsor Park Golf Course
John Blumberg Golf Course
- E4.9 Transit:
421 Osbourne Street
1520 Main Street
65 Garry Street
- E4.10 Cemeteries Buildings:
3001 Notre Dame -Cemeteries
236 River Road - Cemeteries
5014 Dugald Road- Cemeteries

- E4.11 Civic Buildings:
75 Brazier
457 Main Street - Taxation
377 Dufferin Avenue
234 Donald Street
1637 Main Street
40 Mayfair Place
30 Fort Street
180 Poplar Avenue
510 Main Street - Administration Building
510 Main St, Council Building
752 McGee St
380 William Avenue
659 1/2 Wellington
185 King Street
604 St. Mary's Road
395 Main Street
311 Ross Avenue
- E4.12 PWD – Public Works Department:
1155 Pacific Avenue
1539 Waverley Street- South Area PWD
1220 Pacific Ave - North Area PWD
3 Grey Street - Insect Control Center
821 Elgin Avenue- Traffic Signals
1277 Pacific Avenue
565 Watt Street
2795 Ness Avenue
5006 Roblin Blvd.
2170 Main Street
1229 Springfield Road
- E4.13 WWD – Water and Waste Department:
Brady Road Landfill- Scale house and Buildings
1199 Pacific Ave- WWD
552 Plinguet Street - WWD
1120 Waverley Street - WWD
2230 Main Street.- WWD-NEWPCC
7740 Wilkes Avenue- WWD-WEWPCC
100 Ed Spencer Drive- WWD-SEWPCC
875 Lagimodiere Boulevard – MacLean Pumping Station
360 McPhillips Street
768 Hurst Way
- E5. TABLE B**
- E5.1 WPS – Winnipeg Police Service
151 Princess Street - Public Safety Building
260 Hartford Avenue - WPS North
1750 Dugald Road - WPS East
2321 Grant Avenue - WPS West
245 Smith St WPS Headquarters
- E6. TABLE C**
- E6.1 WWD – Water and Waste Department
Shoal Lake

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE (SECTION A – WINNIPEG AREA)

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at his/her place of residence; or
 - (b) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>.
- F1.2 The following is a link to information for obtaining the Police Information Check including the Vulnerable Sector screening from the City of Winnipeg Police Service.
<http://winnipeg.ca/police/pr/PIC.stm>
- F1.2.1 The Police Information Check shall include a Vulnerable Sector Screening. This can be obtained by following the link below <http://winnipeg.ca/police/pr/PIC.stm> .
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres.
- F1.3 The original Police Information Check (Form P-612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Police Information Check (Form P-612) to the Contract Administrator.
- F1.4 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.5 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.6 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work.

F2. SECURITY CLEARANCE (SECTION B – POLICE FACILITIES)

- F2.1 The City will conduct a Level Two Security Clearance Check, for any individual proposed to perform Work under the Contract at Winnipeg Police Service facilities.
- F2.2 The Contractor shall provide the Contract Administrator with a list of individuals proposed to perform Work under the Contract at Winnipeg Police Service facilities:
- (a) within five (5) Business Days of the Award of Contract; or
 - (b) in the case of additional or replacement individuals during the term of the Contract, at least thirty (30) Calendar Days before each individual is proposed to commence Work at Winnipeg Police Service facilities.

- F2.3 Each individual proposed to perform Work under the Contract at Winnipeg Police Service facilities shall provide:
- (a) A list of names (including maiden names), addresses, dates of birth, and telephone numbers and occupations of all immediate family members (including parents) and their spouses/common law. Include your spouse/common law boyfriends, girlfriends and their family members. This includes stepbrothers, stepsisters, half-brothers and half-sisters. This list should be typed in the following format:

John James SMITH	Dob: 45 Aug 24 (father)
123 Anywhere Street	555-555-5555
Winnipeg, Manitoba	
 - (b) A list of names, dates of birth, addresses and telephone numbers and occupations of at least four (4) of your closest friends. This list should be typed in the following format:

John James SMITH	Dob: 45 Aug 24 (father)
123 Anywhere Street	555-555-5555
Winnipeg, Manitoba	
 - (c) The name of the immediate supervisor title or position within their organization, and telephone number, mailing address and email address.
 - (d) A list of all past addresses.
 - (e) Photocopies to two valid pieces of identification:
 - (i) valid photo driver's license,
 - (ii) valid passport or,
 - (iii) birth certificate.
 - (f) A completed Form P-608: Security Clearance Check authorization form. Form P-608 must be signed and dated.
 - (i) Signature of Witness shall be signed by the contact person stated on Paragraph 3 Form A: Bid.
- Each individual shall submit the required information and form to the Winnipeg Police Service Division 30 Clerk at Main Floor, 245 Smith Street:
- (g) within five (5) Business Days of the Award of Contract; or
 - (h) in the case of an additional or replacement individual during the term of the Contract, at least thirty (30) Calendar Days before the individual is proposed to commence Work at Winnipeg Police Service facilities.
- F2.4 Any individual for whom a satisfactory Level Two Security Clearance is not obtained will not be permitted to perform any Work within Winnipeg Police Service facilities.
- F2.5 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.
- F2.6 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require a further Security Clearance Check. Any individual who fails to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check will not be permitted to continue to perform Work under the Contract at Winnipeg Police Service Facilities.
- F2.7 Any individual who fails to obtain a satisfactory Security Clearance Check may request reconsideration by writing to:
Winnipeg Police Service
Division 30 Services
Attn: Service Security Officer
245 Smith Street
Winnipeg, Manitoba

R3C 0R6

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

- F3.1 Each individual proposed to perform Work under this Contract and within the Winnipeg Drinking Water Treatment Plant shall be required to obtain a Police Information Check and a Public Safety Verification. The Police Information Check may be obtained from one of the following:
- (a) police service having jurisdiction at his/her place of residence; or
 - (b) Sterling Talent Solutions forms to be completed can be found on the website at: <https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>.
- F3.2 The original Police Information Check (Form P-612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Police Information Check (Form P-612) to the Contract Administrator.
- F3.3 A Sterling Talent Solutions account must be setup prior to requesting individual background checks for any individual. This process should be done 72 hours prior to requesting the first check. The account can be setup using the following link. <https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity> . The Police Information Check must be received by the City directly through Sterling Talent Solutions;
- (a) Bidders shall set up an account with Sterling Talent Solutions under their company name and grant Sterling Talent Solutions permission to share the Police Information Check with the City of Winnipeg;
 - (i) Bidders will then be contacted by Sterling Talent Solutions with instructions on how to complete the Police Information Check; and
 - (ii) if additional assistance is required to obtain the Police Information Check, the Bidder may contact the following Sterling Talent Solutions representative:
Linda Ferens;
email: linda.ferens@sterlingts.com
phone: (204) 999-0912; or
 - (b) Public Safety Verification Checks can be obtained from Sterling Talent Solutions,
 - (i) Bidders will need to setup an account with Sterling Talent Solutions prior to requesting individual background checks.
 - (i) This process should be done 72hrs prior to requesting the first check. Accounts can be setup using the following link.
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>.
 - (ii) Results of the Public Safety Verification Check must be received by the City directly through Sterling Talent Solutions.
 - (iii) Bidders shall set up an account with Sterling Talent Solutions using their company name and grant Sterling Talent Solutions permission to share the Public Safety Verification Check with the City of Winnipeg;
 - (ii) Bidders will then be contacted by Sterling Talent Solutions with instructions on how to complete the Public Safety Verification Check; and
 - (iii) if additional assistance is required to obtain the Public Safety Verification Check, the Bidder may contact the following Sterling Talent Solutions Representative:
Linda Ferens;
email: linda.ferens@sterlingts.com;

phone: (204) 999-0912.

- F3.4 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Police Information Check and a Public Safety Verification Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F3.5 Any individual for whom a Police Information Check and/or a Public Safety Verification Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F3.6 Any Police Information Check and a Public Safety Verification Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F3.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check and/or a Public Safety Verification Check. Any individual who fails to provide a satisfactory Police Information Check and/or Public Safety Verification Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work as specified in F3



WINNIPEG POLICE SERVICE SECURITY CLEARANCE CHECK SERVICES – DIVISION 30

NAME, TELEPHONE NUMBER AND BUSINESS ADDRESS OF EMPLOYER:	NAME & PHONE NUMBER OF CITY CONTACT PERSON IN CHARGE OF THE PROJECT REQUIRING THE SECURITY CLEARANCE CHECKS

NATURE & LOCATION OF WORK BEING DONE FOR WINNIPEG POLICE SERVICE:

Contract Administrator: _____

**WARNING: ANY FALSE OR INCOMPLETE INFORMATION MAY RESULT IN REJECTION OF THIS APPLICATION
INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED**

EMPLOYEE INFORMATION

LAST NAME: _____ GIVEN NAMES: _____

BIRTH NAME OR OTHER NAME(S) USED: _____
(if different from above)

MALE FEMALE DATE OF BIRTH: _____ BIRTH PLACE: _____
Y M D

ADDRESS: _____ CITY: _____ PROVINCE: _____

POSTAL CODE: _____ RESIDENTIAL PHONE: _____

AUTHORIZATION

I, _____ hereby consent to the Winnipeg Police Service collecting my personal information from any public body, person, employer, or government institution for the purpose of conducting a security check in connection with my contract or association with the Winnipeg Police Service. This authorization, including a copy or facsimile thereof, is my consent to any public body, person, employer or government institution to release true copies of any records containing my personal information to the Winnipeg Police Service. **(Security clearance checks expire after a period of one year).**

Signature of Witness

Signature of Applicant

This personal information will be collected pursuant to *The Freedom of Information and Protection of Privacy Act* C.C.S.M.cF175 _____ (title, name, phone # of person who) can answer questions about the collection of this information.

Date

WINNIPEG POLICE SERVICE - FOR OFFICE USE ONLY

RESULT OF CHECK:

_____ NO POLICE RECORD OF CRIMINAL CONVICTIONS WAS ASSOCIATED TO ANY SUBJECT WITH THE SAME NAME AND DATE OF BIRTH.

_____ AN OUTSTANDING CRIMINAL CHARGE AWAITING COURT DISPOSITION WAS ASSOCIATED TO A SUBJECT WITH THE SAME NAME AND DATE OF BIRTH.

_____ A POLICE RECORD OF CRIMINAL CONVICTIONS WAS ASSOCIATED TO A SUBJECT WITH THE SAME NAME AND DATE OF BIRTH.

PROCESSED BY: _____
Clerk WPS# Date