



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 844-2011

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	5
B5. Addenda	5
B6. Substitutes	5
B7. Bid Submission	6
B8. Bid	7
B9. Prices	8
B10. Qualification	8
B11. Opening of Bids and Release of Information	9
B12. Irrevocable Bid	9
B13. Withdrawal of Bids	9
B14. Evaluation of Bids	10
B15. Award of Contract	10

PART C - GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Pest Types and Services Required	1
D4. Material Safety Data Sheets	2
D5. Enviromental Clean up	3
D6. Firearms	3
D7. Definitions	3
D8. Contract Administrator	4
D9. Contractor's Supervisor	4
D10. Notices	4

Submissions

D11. Authority to Carry on Business	4
D12. Insurance	4

Control of Work

D13. Commencement	5
D14. Substantial Performance	5
D15. Safety	5
D16. Orders	6
D17. Records	6

Measurement and Payment

D18. Invoices	6
D19. Payment	7

PART E - SPECIFICATIONS

General

E1. Applicable General Specifications	1
E2. Services	1
E3. Work	1

E4. Table A	4
E5. Table B	7
E6. Table C	7
E7. Security Clearance	1
Form P-608: Security Clearance Check	4

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF PEST CONTROL SERVICES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, May 11, 2012.

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

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

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Bidder may 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 Bid or the performance of the Work.

B3.4 Please note 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.

APRIL 16, 2012	SITE INVESTIGATION ADDRESSES	CITY CONTACT	PHONE NUMBER	TIMES	Tour length
	185 King Street	Felix Adolphe	451-4495	8:30- 8:50	10
	510 Main Street - Administration Bldg. (incl. roof, basements)	Central Control Office	986-2351	8:55 - 9:45	20
	510 Main Street - Council Bldg.	Central Control Office	986-2351	9:45- 10:00	15
	151 Princess Street (includes Com-Centre)	Chris Petrie	986-3939	10:05 - 10:20	15
	55 Princess Street (Police Garage) @ Wheelchair Ramp	Chris Petrie	986-3939	10:25 - 10:40	15
	251 Donald Avenue (Millenium Library)	Daniel Boisvert	793-5701	10:50 - 11:50	60
	LUNCH BREAK			11:50 - 12:50	
	700 Assinboine	Patrick Nicholls	986-3708	12:50 - 1:00	10
	524 Osborne Street	Chris Petrie	470-4780	2:00 - 2:10	10
	624 Osborne Street	Maria Swanson	986-4930	2:05 - 2:20	15
	10 Rue Des Meurons (Windsor Park Golf Course)	Gayle Phillips	986-3006	2:40 - 2:50	10
	1215 Archibald Street (Bonivital Pool)	Jim Atamanchuk	794-4405	3:00 - 3:20	20
	552 Plinguet Street (3 buildings)	Kevin Rivard	479-5302	3:30 - 4:00	30

APRIL 17 2012 SITE INVESTIGATION ADDRESSES			TIMES	Tour length
1155 Pacific Avenue (Water and Waste Department)	Dave Brownrigg	479-5361	8:30 - 8:45	15
1199 Pacific Avenue (Public Works Department)	Dave Brownrigg	479-5361	8:50 - 9:05	15
1220 Pacific Avenue (Public Works Department)	Dave Brownrigg	479-5361	9:10 - 9:15	5
1277 Pacific Avenue (Stores)	Colin Carson	794-4333	9:20 - 9:35	15
1057 Logan Avenue (Animal Control)	Charlene Slingsby	986-7061	9:45 - 9:55	10
215 Tecumseh Street (Shops)	Aaron Lennon	986-5505	10:00 - 10:10	10
195 Tecumseh Street (Shops)	Aaron Lennon	986-5505	10:20 - 10:30	10
821 Elgin Avenue (Shops)	Scott Shewchuk	986-4194	10:35 - 10:45	10
380 William Avenue (Archives)	Jody Baltessen	986-7904	10:50 - 11:05	15
311 Ross Avenue (Warehouse)	Wayne Burch	794-4053	11:10 - 11:20	10
200 Isabel Avenue (Freight House Liesure Center)	Lorne Grapentine	794-4432	11:30 - 12:00	30
LUNCH BREAK			12:00 - 1:00	
510 King Street (Turtle Island)	Lorne Grapentine	794-4432	1:05 - 1:15	10
601 Aikens Street (St. Johns leisure Center)	Rick Kliever	918-1375	1:30 - 1:40	10
365 Jefferson (Library)	Rick Kliever	918-1375	1:50 - 2:00	10
260 Hartford Avenue (Police)	Chris Petrie	470-4780	2:10 - 2:20	10
1637 Main Street (Peguis Pavilion)	Lorne Grapentine	794-4432	2:25 - 2:35	10
2021 Main Street (Kildonan Golf Course)	Jim Kurtz	986-5679	2:40 - 2:50	10
2170 Main Street (Parks & Open Space)	Lorne Grapentine	794-4432	2:55 - 3:05	10
2230 Main Street (NEWPCC)	Glen Greenway	470-7326	3:10 - 4:00	50

APRIL 18, 2012 SITE INVESTIGATION ADDRESSES			TIMES	Tour length
1901 Brady Road (Landfill)	Jeff Hawley	470-4937	8:45 - 9:00	15
4403 Waverley Street (LaBarriere Park)	Tim Mohammed	479-5484	9:10 - 9:20	10
Kings Park (Kings Drive & Kilkenny)	Tim Mohammed	479-5484	9:30 - 9:40	10
685 Dalhousie Drive (Margaret Grant Pool)	Jim Atamanchuk	794-4405	9:50 - 10:10	20
781 Cresent Drive (Cresent Drive Golf Course)	Ryan Bochinski	986-5911	10:20 - 10:30	10
1350 Pembina Hwy. (Public Works Department)	Chris Petrie	470-4780	10:40 - 11:00	20
1539 Waverley Street (Public Works Department)	Don Gauthier	470-7985	11:10 - 11:30	20
25 Poseidon Bay (Pan Am Pool)	Mike Baillie	770-6746	11:40 - 12:00	20
LUNCH BREAK			12:00 - 1:00	
1710 Grosvenor Street (Fire Hall)	Dom Makar	986-5416	1:15 - 1:25	10
850 Empress Street (Police Warehouse)	Tim Mikolash	986-6280	1:45 - 1:55	10
200 Berry Street (Fire Hall)	Dom Makar	986-5416	2:05 - 2:15	10
2055 Ness Street (St. James Civic Center)	Darren Berg	470-7783	2:30 - 3:10	20
644 Parkdale Street (St. James Centennial Pool)	Darren Berg	470-7783	3:15 - 3:30	15
7740 Wilkes (SEWPCC)	Emil Krocil	470-9794	3:50 - 4:00	10

APRIL 19, 2012 SITE INVESTIGATION ADDRESSES

			TIMES	Tour length
2546 McPhillips Street (Fire Department)	Rick Kliever	918-1375	8:30 - 8:50	20
444 Adsum Drive (Seven Oakes Pool)	Rob Lapinski	226-2094	9:00 - 9:20	20
90/86 Sinclair Avenue (N.E. Centennial Pool)	Rob Lapinski	226-2094	9:30 - 9:50	20
44 Bangor Avenue (Public Works Department)	Chris Petrie	470-4780	10:00 - 10:15	15
999 Sargent Avenue (Cindy Klassen Pool)	Rob L'Heureux	226-2096	10:30 - 10:50	20
845 Sargent Avenue (Fire Station)	Dom Makar	986-5416	11:00 - 11:20	20
752 McGee Street/ 659 1/2 Wellington Avenue (shops)	Lorne Grapentine	794-4432	11:25 - 11:35	10
381 Sherbrook Avenue (Sherbrook Pool)	Rene Houle	470-7779	11:40 - 12:00	20
LUNCH BREAK			12:00 - 1:00	
604 St. Mary's Road (Fire Hall)	Mike Lemoine	479-5358	1:15 - 1:25	10
227 Provencher Blvd.	Mike Lemoine	479-5358	1:35 - 1:45	10
575 Larsen Avenue (East End Cultural Center)	Lorne Grapentine	794-4432	1:55 - 2:05	10
1229 Springfield (Public Works)	Evelyn Malyon	794-4269	2:15 - 2:25	10
1867 Springfield (Harbourview Golf Course)	Steve Read	222-2751	2:30 - 2:45	15
1121 Wabasha (Roland Michener Arena)	Andre Dion	470-7780	2:55 - 3:05	10

APRIL 23, 2012 SITE INVESTIGATION ADDRESSES

		TIMES	Tour length
Shoal Lake-Departing from East Braintree Manitoba	Toni Willis	9:00 - 11:30	150

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 0 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. ADDENDA

- B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 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>
- B5.2.2 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.
- B5.3 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.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;

- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the 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.

B6.5 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.

B6.6 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.

B6.6.1 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.

B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.

B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his 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 B14.

B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.5, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B14.1(a).

B7. BID SUBMISSION

B7.1 The Bid shall consist of the following components:

- (a) Form A: Bid;
- (b) Form B: Prices;

B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.

B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.

B7.4 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.

B7.5 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 B14.1(a).

B7.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.

B7.7 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

B7.7.1 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.

B7.8 If the Bid is submitted by facsimile transmission, it shall be submitted to (204) 949-1178

B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B8. BID

B8.1 The Bidder shall complete Form A: Bid, making all required entries.

B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his 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.

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

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

B8.4 Paragraph 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.

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

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

B9. PRICES

- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 Notwithstanding C11.1.1, 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.
- B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. QUALIFICATION

- B10.1 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.
- B10.2 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>
- B10.3 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;
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
 - (d) provide proof satisfactory to the Contract Administrator the Security Clearances as identified in E7.
- B10.4 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.

B10.5 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.

B10.6 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.

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

B11.1 Bids will not be opened publicly.

B11.2 Following the Submission Deadline, the names of the Bidders and their Section 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>

B11.3 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>

B11.4 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.

B12. IRREVOCABLE BID

B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B12.2 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.

B13. WITHDRAWAL OF BIDS

B13.1 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.

B13.1.1 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.

B13.1.2 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.

B13.1.3 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 B13.1.3(b), declare the Bid withdrawn.

B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 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.

B14. EVALUATION OF BIDS

B14.1 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 B10 (pass/fail);
- (c) Bid Price 100%;
- (d) economic analysis of any approved alternative pursuant to B6;
- (e) costs to the City of administering multiple contracts.

B14.2 Further to B14.1(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.

B14.3 Further to B14.1(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.

B14.4 Further to B14.1(c), the Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B14.4.1 If there is any discrepancy between the Bid Price written in figures, the Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.

B14.4.2 Further to B14.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B14.5 This Contract may be awarded as a whole or separately in sections as identified on Form B: Prices.

B14.5.1 Notwithstanding B9.1, the Bidder may, but is not required to, bid on all sections.

B14.5.2 Notwithstanding B15.3, 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 shall have no claim against the City if his partial Bid is rejected in favour of an award of the Contract on the basis of an alternative or section upon which he has not bid.

B15. AWARD OF CONTRACT

B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B15.2 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.

B15.2.1 Without limiting the generality of B15.2, 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.

B15.3 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 B14.

B15.3.1 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.

B15.4 Notwithstanding C4.1, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B15.5 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 the Provision of Pest Control Services for the period from June 1, 2012 until May 31, 2013 , with the option of four (4) mutually agreed upon one (1) year extensions.

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

D2.1.2 Changes resulting from such negotiations shall become effective on April 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 circumference of City of Winnipeg Buildings (excluding Police Facilities and Shoal Lake) 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;
- (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.

D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2013 .

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. PEST TYPES AND SERVICES REQUIRED

D3.1 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:
 - (i) including such pests as: mice, voles, rats, gophers, squirrels, and groundhogs;
 - (ii) including such pests as: racoons, skunks, cats and rabbits.
- (b) Bird Control:

- (i) including such pests 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:
- (i) including such pests as roaches, silver fish, pavement ants, sow bugs, spiders, flour beetles, bed bugs, ground beetles, larder beetles, carpet beetles, crickets, fleas, lice, booklice, wharf bores, carp ants, worms, water beetles and strawberry root weevils.
- (d) Flying Insect Control:
- (i) including such pests 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 A. The City may exercise one or any combination of approaches, where the Contractor provides the labour, materials and equipment to perform the following:
 - (ii) 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;
 - (iii) 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.

D3.2 All pesticides, materials and equipment used must be approved and registered under the Pest Control Products Act (PCP Act), Agriculture Canada. Pesticides and materials used must also be used in compliance of all local ordinances.

D4. MATERIAL SAFETY DATA SHEETS

- D4.1 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.
- D4.2 The Contractor shall use only products that have been pre-approved in writing by the City.
- D4.3 During the Contract, the Contractor shall leave one (1) copy of MSDS for each chemical used at each Site with the User.
- D4.4 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.
- D4.5 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.
- D4.6 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.

D5. ENVIROMENTAL 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 precautions prior to shooting of pigeons:
 - (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 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) "**Business Day**" means any calendar day, other than a Saturday, Sunday or a Statutory or Civic Holiday. ;
 - (c) "**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:

Glen Konowalchuk
Contracts Officer

Telephone No. (204) 986-2249

Facsimile No. (204) 949-1178

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 employ.

D9.2 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.

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. NOTICES

D10.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer

Facsimile No.: (204) 949-1174

SUBMISSIONS

D11. AUTHORITY TO CARRY ON BUSINESS

D11.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D12. INSURANCE

D12.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) automobile liability insurance 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;
- (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 E Only: Evidence of operations to include : the possible occasional use of Fire Arms**

- D12.2 Deductibles shall be borne by the Contractor.
- D12.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.
- D12.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D12.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

CONTROL OF WORK

D13. COMMENCEMENT

- D13.1 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.
- D13.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D11;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the insurance specified in D12; and
 - (iv) the security clearances specified in 0.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D14. SUBSTANTIAL PERFORMANCE

- D14.1 The Contractor shall achieve Substantial Performance for each Site within ten (10) consecutive Working Days of the commencement of the Work as specified in D12.5.
- D14.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator or designate for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D14.3 The date on which the Work has been verified by the Contract Administrator or designate as being determined substantially performed to the objectives of the Contract identified in E2.2 is the date on which Substantial Performance has been achieved.

D15. SAFETY

- D15.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.
- D15.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.
- D15.3 The Contractor shall do whatever is necessary to ensure that:

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

D16. ORDERS

D16.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D17. RECORDS

D17.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D17.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) user name(s), department, and addresses;
- (b) order date(s);
- (c) Contractor's work order number;
- (d) unit and total prices;
- (e) service date(s); and
- (f) description and quantity of services provided.

D17.3 The Contractor shall provide the Contract Administrator with a copy of the records for each month for each site (including monthly inspections and all as required services and products used) on the fifteenth (15th) day of the following month.

MEASUREMENT AND PAYMENT

D18. INVOICES

D18.1 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

D18.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date and time of services performed;
- (c) location at which services were provided;
- (d) type and quantity of goods delivered;
- (e) Contractor's work order number;
- (f) the amount payable with GST and MRST shown as separate amounts; and

(g) the Contractor's GST registration number.

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

D18.4 Bids Submissions must be submitted to the address in B7.7.

D19. PAYMENT

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

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

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE GENERAL SPECIFICATIONS

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 must 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 equipments is required to be approved by the Contract Administrator or designate.
- (d) The Contractor must 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 B6.

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, currently controlled, and the Contractor will be expected to maintain this level of control.
- E2.4 The Contractor must 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 (June 1, 2012) 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 must 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 must be granted by the Contract Administrator or designate prior to affixing stickers or tags onto walls/structures/fixtures). The information **must** 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/rebait/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 (for warranty purposes, see D22.1(c) to identify City owned equipment);
- (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 providing the following:

- (a) call back service to a Site within 24 hours of call from the User;
- (b) inspection 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) provide 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) commence 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:
 - Konk 409 Insecticide;
 - Konk 408 Insecticide Flying Insect Killer;
 - Konk Hornet and Wasp Killer Insecticide; and
 - Konk Foam Insecticide.

E3.5 For **Section C 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;
 - (iii) external rodent control program.
 - (iv) visitations scheduled with Contract Administrator or designate with seven (7) calendar days advance notice.

E3.6 For **Section D: Gopher Control at Parks and Open Spaces**, Boulevards, NEWPCC and Reservoirs (excluding area identified in Section D) the Pest Control Service shall:

- (a) In consideration of the views expressed by the Winnipeg Humane Society and local pet owners, the City of Winnipeg Parks and Open Space Division have developed a gopher control program for parkland areas. For control purposes, the Parks Division has classified parkland areas into three (3) categories:
 - (i) **Category 1-Nature Parks and Tall Prairie Preserve Sites:** which the Parks Division will allow natural predators to control gopher populations and only in event of public health concerns will the Parks Division consider other control measures.
 - (ii) **Category 2-Off Leash Dog Areas and Regional Parks:** which the Contractor will control gophers with the fumigant product “Giant Destroyer” (which releases gaseous oxides of sulphur when ignited and burned) into gopher holes, which are then back-filled with soil. Gophers are eradicated in the burrow with little or no residual effects.
 - (iii) **Category 3-Neighborhood/Community Parks and Athletic Grounds-**the Contractor must control gophers with the product Rozol in accordance with the manufacturer’s label instructions.
- (b) The Contractor shall for **Categories 2 and 3** indicated above:
 - (i) Provide permits/licenses for any landscaping or spraying where required.
 - (ii) Provide the City of Winnipeg five (5) Calendar Days’ notice of intended commencement to Sites for a joint inspection along with a follow up inspection by the City to proceed;
 - (iii) Post signage (provided by the City) during treatments in areas visible to the public including roadways and pathways and in the immediate area of treatment and remove signage no sooner than four (4) Calendar Days after treatment;
 - (iv) Signage must have the date posted, time of application, rodenticide used, and what pest the treatment is to control;
 - (v) Ensure treated gopher holes are packed solid with soil (supplied by the City) at time of inspection and meet Substantial Performance as indicated in D14 (open holes will be considered active);
 - (vi) Perform daily inspections following treatment to ensure any dead rodents on the surface are removed in accordance with D3.1.

E3.7 For **Section E: 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/Kildonans 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
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
5014 Roblin Blvd.-	Charleswood Library
66 Allard Avenue-	Westwood Library
489 London Street-	Munroe Library
111 Victoria Avenue West-	Transcona Library
955 Cottonwood Road-	Windsor Park Library
1520 Corydon Avenue-	River Heights Library
500 Salter Street-	St. John's Library
380 William Avenue -	Archives Library
2724 Pembina Hwy.-	Pembina Trail Library
1168 Dakota Street-	Louis Riel Library
100-131 Provencher Blvd.-	St. Boniface Library
333 St. Mary Avenue-	Millenium Library Circulation
20 West Gate-	Cornish Library
1-1050 Henderson Hwy. -	Henderson Library
1360 Pembina Hwy.-	Fort Garry Library
625 Osborne Street-	Osborne Library
823 Ellice Avenue-	West End Library 1
999 Sargent Avenue-	West End Library 2
700 Assiniboine Park Drive-	Millenium Library (Support)

E4.3

Recreation and Leisure Centers:	
200 Isabel Street -	Freight House Leisure Centre
601 Aikins Street -	St.John's Leisure Centre
821 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-
510 King Street -
2021 Main Street-
Magnus Eliason Rec Center
Turtle Island Section
Peguis Pavilion

- E4.4 Arenas:
Bertrand Arena
Maginot Arena
St. James Civic Center
River East Arena
Roland Michener Arena
Terry Sawchuk Arena
Billy Mosienko Arena
Old Ex Arena
Pioneer Arena
Sargent Park Arena
Vimy Arena
Century Arena
Charles A. Barbour Arena
Eric Coy Arena
Sam Southern Arena
- E4.5 WFMA- Winnipeg Fleet Management Service:
195 Tecumseh Street
215 Tecumseh Street
770 Ross Avenue
1 Midland Street
1500 Plessis Road
1539 Waverly 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
200 Berry Street #11
1710 Grosvenor 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

2325 Grant Avenue #32
598 St. Mary's Road #33
2490 Portage Avenue #36

- E4.7 Animal Services:
1057 Logan Avenue-Animal Services
- E4.8 Golf Courses:
1867 Springfield Road-Harbour View Golf Course
2021 Main Street-Kildonan Golf Course
781 Crescent Drive-Golf Course
10 Rue des Meurons -Windsor Park Golf Course
1867 Springfield Road -Harbour View Golf Course
- E4.9 Transit:
421 Osborne 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
Leo Mol Sculpture Garden, Assiniboine Park
180 Poplar Avenue
15 Conservatory Drive - Conservatory
510 Main Street - Administration Building
510 Main St, Council Building
752 McGee St
361 Hargrave Street
380 William Avenue
659 1/2 Wellington
756 Pembina Hwy.
180 King Street
185 King Street
604 St. Mary's Road
395 Main Street
311 Ross Avenue
590 St. Anne's Road
- E4.12 PWD- Public Works Department:
1155 Pacific Avenue
849 Ravelston Avenue West East Area PWD
421 Osborne Street
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

825 Tache Avenue
2795 Ness Avenue
5006 Roblin Blvd.
1201 Archibald Street
2170 Main St
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 |
| 598 Plinguet Street - | WWD |
| 2230 Main St.- | WWD-NEWPCC |
| 7740 Wilkes Avenue- | WWD-WEWPCC |
| 100 Ed Spencer Drive- | WWD-SEWPCC |
| 360 McPhillips Street | |
| 768 Hurst Way | |

E5. TABLE B

- E5.1 WPS-Winnipeg Police Service:
- | | |
|-------------------------|------------------------|
| 850 Empress Street - | WPS Warehouse |
| 55 Princess Street- | WPS Garage |
| 151 Princess Street - | Public Safety Building |
| 260 Hartford Avenue- | WPS North |
| 1350 Pembina Hwy.- | WPS South |
| 1750 Dugald Road - | WPS East |
| 472 Notre Dame Avenue - | WPS Stores |
| 280 William Avenue - | WPS HR |
| 130 Allard Avenue- | WPS Communications |

E6. TABLE C

- E6.1 WWD-Water and Waste Department
Shoal Lake

E7. SECURITY CLEARANCE

E7.1 Security Clearance (For Work in Section A-Buildings and Section D-Parks and Open Spaces):

Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate including a Vulnerable Sector Screening from the any 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) Core of Commissionaires, forms to be completed can be found on the website at: <http://www.commissionaires.mb.ca/> .

- 1.1 The following is a link to information for obtaining the Criminal Record Search certificate from the City of Winnipeg Police Service.
http://winnipeg.ca/police/pr/info_request.stm#crim_record_search.

The Criminal Record Search shall include a Vulnerable Sector Screening. This can be obtained by following the link below, http://winnipeg.ca/police/pr/info_request.stm#crim_record_search.

- (i) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- 1.2 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.
- 1.3 Prior to the commencement of any Work, 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 the Work.
- 1.4 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.
- 1.5 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.
- 1.6 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.

E7.2 Security Clearance (For Work in Section B-Police Facilities and Section C-Shoal Lake):

- 1.1 The City will conduct a Security Clearance Check, for any individual proposed to perform Work under the Contract at Winnipeg Police Service facilities.

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.

Template Version: S220110218 - S B SO

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

- (c) A list of names (including maiden names), addresses, dates of birth, and telephone numbers of all immediate family members including stepbrothers, stepsisters, half-brothers and half-sisters, and their spouses, common-law spouses, boyfriends, girlfriends and their family members. The list should be typed in the following format:

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

- (d) A list of names, addresses, dates of birth, and telephone numbers of four closest friends. Include information indicating when, where and how they met. The list should be typed in the following format:

Joseph James SMITH	Dob: 46 Aug 4 (best friend)
789 Anywhere Street	555-5555
Winnipeg, Manitoba	
When they met:	
Where they met:	
How they met:	

- (e) The name, title or position, and telephone number of the immediate supervisor.
- (f) A list of every past address, including the dates of residence, the names of any persons with whom the residence was shared and the reason for moving.
- (g) Identification - driver's license (with photo), birth certificate or social insurance number (SIN).
- (i) Photocopies of the identification must be legible, signed as true copies and witnessed by the contact person stated on Paragraph 3 of Form A: Bid.
- (h) A completed Form P-608: Security Clearance Check authorization form.
- (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, 151 Princess Street:

- (i) within five (5) Business Days of the Award of Contract; or
- (j) 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.

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.

Any satisfactory Security Clearance obtained thereby will be deemed valid for two (2) years from the date of clearance, subject to a repeated Security Clearance Check as hereinafter specified.

- (k) 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.

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.

Any individual who fails to obtain a satisfactory Security Clearance Check may request reconsideration by writing to:

Winnipeg Police Service
Division 30
Service Security
Attn: Service Security Officer

Template Version: S220110218 - S B SO

151 Princess Street
Winnipeg, Manitoba
R3B 1L1



WINNIPEG POLICE SERVICE SECURITY CLEARANCE CHECK SERVICES – DIVISION 30

NAME, TELEPHONE NUMBER AND BUSINESS ADDRESS OF EMPLOYER	NAME, TELEPHONE 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:
 PROVISION OF PEST CONTROL SERVICES
 CONTRACT ADMINISTRATOR: ^

WARNING: ANY FALSE OR INCOMPLETE INFORMATION MAY RESULT IN REJECTION OF THIS APPLICATION

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 purposes of conducting a security check in connection with my contract or association with the Winnipeg Police Service. This authorization, including a copy of 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 number 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 _____