



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 667-2014**

**REQUEST FOR PROPOSAL FOR THE PROVISION OF BIRD CONTROL SERVICES  
AT BRADY ROAD RESOURCE MANAGEMENT FACILITY**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 REQUEST FOR PROPOSAL FOR THE PROVISION OF BIRD CONTROL SERVICES AT BRADY ROAD RESOURCE MANAGEMENT FACILITY

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, November 3, 2014.

B2.2 Proposals 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. HISTORY**

B3.1 The Brady Road Resource Management Facility (BRRMF) is located in southeast Winnipeg. This area is zoned 'A' Agricultural in the City Zoning By-Law 200/06. Adjoining land uses include residential to the north and northeast and agricultural to the east, south and west, with the exception of CBC broadcasting towers on one parcel to the east. The vicinity receives an average of approximately twenty (20) inches of precipitation per year. The BRRMF is a single Class 1 Waste Disposal Ground on approximately 790 total hectares of land and refuse placement began in 1973 and currently the active working area is approximately 450 acres. Waste accepted at the landfill includes commercial and residential waste, and construction/demolition waste. Refuse is not segregated, one type from another, prior to disposal.

B3.2 The objective of the Bid Opportunity is to identify a responsible Contractor that will provide and supply suitable birds of prey to harass and deter seagull and other birds from using the BRRMF site as a feeding source, subject to the continuous operation of the BRRMF and to comply with all applicable regulations.

### **B4. SITE INVESTIGATION**

B4.1 Further to C3.1, the Contract Administrator or an authorized representative will be available at the BRRMF, 1901 Brady Road (South of PTH 100 between Brady Road and Waverley Street) in Winnipeg, Manitoba from 9:00am to 12:00pm on October 22<sup>nd</sup> 2014 to provide Bidders access to the Site. NO ACCESS WILL BE ALLOWED ON SITE WITHOUT SUPERVISION.

B4.2 The Bidder must notify the Contract Administrator as identified in D3.1 a minimum of 48 hours in advance that they will be attending the site meeting

B4.3 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B4.4 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 Proposal or the performance of the Work.

## **B5. ENQUIRIES**

- B5.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.
- B5.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, 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.
- B5.3 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.
- B5.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B5.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B5.6 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.
- B5.7 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B5 unless that response or interpretation is provided by the Contract Administrator in writing.

## **B6. CONFIDENTIALITY**

- B6.1 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.
- B6.2 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.

## **B7. ADDENDA**

- B7.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B7.2 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.

- B7.2.1 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>
- B7.2.2 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.
- B7.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

## **B8. SUBSTITUTES**

- B8.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B8.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B8.3 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.
- B8.4 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.
- B8.5 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.
- B8.6 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.
- B8.6.1 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.
- B8.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.
- B8.8 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 B22.

B8.9 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.

B8.10 Notwithstanding B8.2 to B8.9 and in accordance with B9.5, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B22.1(a).

## **B9. PROPOSAL SUBMISSION**

B9.1 The Proposal shall consist of the following components:

- (a) Form A: Proposal;
- (b) Form B: Prices.

B9.2 The Proposal should also consist of the following components:

- (a) Experience of the Bidder;
- (b) Birds of Prey;
- (c) Alternative Methods;
- (d) Nest/Egg Management.

B9.3 Further to B9.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B8.

B9.1 Further to B9.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B9.2 Further to B9.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B9.3 Bidders should submit one (1) unbound original (marked "original") and three (3) copies.

B9.4 Bidders are advised not to include any information/literature except as requested in accordance with B9.1.

B9.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Proposal document, including the General Conditions, will be evaluated in accordance with B22.1(a).

B9.6 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.

B9.6.1 Samples or other components of the Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.

B9.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B9.8 Proposals shall be submitted to:

The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

## **B10. PROPOSAL**

- B10.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B10.2 Paragraph 2 of Form A: Proposal 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.
- B10.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B10.2.
- B10.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.
- B10.4 Paragraph 11 of Form A: Proposal 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.
- B10.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B10.5 If a Proposal 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 Proposal and the Contract, when awarded, shall be both joint and several.

## **B11. PRICES**

- B11.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B11.1.1 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.
- B11.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B11.3 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.
- B11.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **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) have at least 3 years' experience in the training and managing of birds of prey.

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

### **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. EXPERIENCE OF THE BIDDER**

### **B13.1 Proposals should include:**

- (a) details demonstrating the history and experience of the Bidder and subcontractors in providing services on up to three projects of similar complexity, scope and value.

### **B13.2 For each project listed in B13.1, the Bidder should submit:**

- (a) description of the work;
- (b) role of the Bidder;
- (c) project owner;
- (d) reference information (two current names with telephone numbers per project).

### **B13.2.1 Where applicable, information should be separated into Bidder and subcontractor project listings.**

B13.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Bidder and all subcontractors.

**B14. BIRDS OF PREY**

B14.1 The Bidder should provide information detailing a Birds of Prey Proposal which should include, but not be limited to, the following:

- (a) Detailed description of the proposed project;
- (b) Proposed number and type of birds including bird experience that would be used;
- (c) The number of Bidder's staff including experience that will attend the facility once in operation, proposed staffing methods and how often they may be on Site;
- (d) Contingency plan if birds are hurt, injured or weather does not permit flying of birds;

**B15. ALTERNATIVE METHODS**

B15.1 The Bidder should provide information detailing an Alternate Method Proposal which should include, but not be limited to, the following:

- (a) Detailed description of the proposed project;
- (b) Detailed description of other methods of bird control (kites, bangers, screechers, walking, scare crows, etc).
- (c) The number of Bidder's staff including experience that will attend the facility once in operation, proposed staffing methods and how often they may be on Site;

**B16. NEST/EGG MANAGEMENT**

B16.1 The Bidder should provide information detailing an Nest/Egg Management Proposal which should include, but not be limited to, the following:

- (a) Detailed description of the proposed project;
- (b) Detailed description of other methods of nest/egg management (quick freezing oiling, etc).
- (c) The number of Bidder's staff including experience that will attend the facility once in operation, proposed staffing methods and how often they may be on Site;

**B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B17.1 Proposals will not be opened publicly.

B17.2 After award of Contract, the names of the Bidders and the Contract amount of the successful Bidder 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/>

B17.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal 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.

B17.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

**B18. IRREVOCABLE OFFER**

B18.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B18.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

## **B19. WITHDRAWAL OF OFFERS**

B19.1 A Bidder may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B19.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B19.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B19.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B19.1.3(b), declare the Proposal withdrawn.

B19.2 A Bidder who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B18.2 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.

## **B20. INTERVIEWS**

B20.1 The Contract Administrator may, in his/her sole discretion, interview Bidders during the evaluation process.

## **B21. NEGOTIATIONS**

B21.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B21.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

B21.3 If, in the course of negotiations pursuant to B21.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Bidder from the Proposal as originally submitted.

## **B22. EVALUATION OF PROPOSALS**

B22.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12: (pass/fail);
  - (c) Total Bid Price (40%);
  - (d) Experience of the Bidder (20%);
  - (e) Birds of Prey (20%);
  - (f) Alternative Methods (5%);
  - (g) Nest/Egg Management (15%);
- B22.2 Further to B22.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B22.3 Further to B22.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his/her Proposal or in other information required to be submitted, that he/she is responsible and qualified.
- B22.4 Further to B22.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B22.4.1 Further to B22.1(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.
- B22.5 Further to B22.1(d), Experience of the Bidder shall be evaluated by considering the information submitted in response to B13.
- B22.6 Further to B22.1(e), Birds of Prey shall be evaluated considering the information submitted in response to B14.
- B22.7 Further to B22.1(f), Alternative Methods shall be evaluated considering the information submitted in response to B15,
- B22.8 Further to B22.1(g), Nest/Egg Management shall be evaluated considering the information submitted in response to B16.
- B22.9 This Contract will be awarded as a whole.
- B22.10 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B22.1(a) and B22.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B22.1 Notwithstanding B22.1(d) to B22.1(g), where Proponents fail to provide a response to B9.2(a) to B9.2(d), the score of zero may be assigned to the incomplete part of the response.

### **B23. AWARD OF CONTRACT**

- B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B23.2 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 Proposals are determined to be responsive.
- B23.2.1 Without limiting the generality of B23.2, 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 Proposal 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.

B23.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.

B23.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

B23.4 Notwithstanding C4 and Paragraph 6 of Form A; Proposal, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B23.5 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](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.1.2 A reference in the Request for Proposal 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 Bird Control Services at Brady Road Resource Management Facility for the period from April 1, 2015 until October 1, 2015, with the option of three (3) 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 1 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) provide suitable birds of prey to harass and deter seagulls and other birds from using the site as a feeding ground on two active tipping faces as shown on Drawing SWD-D-306BC.
- (b) use a variety of deterrents to prevent the seagulls and other birds from becoming accustomed to any one method.
- (c) use a variety of methods to deter onsite nesting, and provide an egg management strategy.

D2.2.1 The City will supply Mew housing with ten (10) individual stalls, and a preparation/storage shed.

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

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

D2.3.2 Subject to C7.2, 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. CONTRACT ADMINISTRATOR**

D3.1 The Contract Administrator is:

Kyle Wingate, C.E.T.  
Technologist III

Telephone No. 204 986-8416

Facsimile No. 204 774-6729

E-mail: [kwingate@winnipeg.ca](mailto:kwingate@winnipeg.ca)

D3.2 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.

D3.3 Bids Submissions must be submitted to the address in B9.8.

#### **D4. CONTRACTOR'S SUPERVISOR**

D4.1 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.

D4.2 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.

D4.2.1 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.

#### **D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D5.1 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.

D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D5.3 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.

D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

#### **D6. NOTICES**

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

The City of Winnipeg  
Chief Financial Officer

Facsimile No.: 204 949-1174

#### **SUBMISSIONS**

#### **D7. AUTHORITY TO CARRY ON BUSINESS**

D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on

business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

#### **D8. SAFE WORK PLAN**

D8.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D8.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

#### **D9. INSURANCE**

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

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, 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;

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site.

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

D9.5 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.

#### **D10. PERFORMANCE SECURITY**

D10.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of five percent (5%) of the Contract Price; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of five percent (5%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of five percent (5%) of the Contract Price.

D10.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D10.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award and prior to the commencement of any Work on the Site.

## **CONTROL OF WORK**

### **D11. COMMENCEMENT**

D11.1 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.

D11.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
  - (i) evidence of authority to carry on business specified in D7;
  - (ii) evidence of the workers compensation coverage specified in C6.14;
  - (iii) the Safe Work Plan specified in D8;
  - (iv) evidence of the insurance specified in D9;
  - (v) the performance security specified in D10;
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D11.3 The Contractor shall not commence the Work on the Site before April 1, 2015.

### **D12. WORKING DAYS**

D12.1 Further to C1.1(jj), the Contract Administrator's determination of whether or not atmospheric and Site conditions are such that a Working Day is deemed to have elapsed may be based at one time on one type of work while at another time a Working Day may be based on another type of work. When more than one type of major work is involved, the quantity of equipment that must be able to work in order to meet the requirements of a Working Day may vary considerably from that specified in the General Conditions.

D12.2 In the event that incidental work is behind schedule which, in the opinion of the Contract Administrator, should have been or could have been carried out by the Contractor in conjunction with or immediately following work of a major type, the City hereby reserves the right to charge Working Days on the incidental work until such time as it is up to schedule.

D12.3 When the major type of work involves restoration of the site to the condition it was prior to rainfall, Working Days shall not be charged.

D12.4 The Contract Administrator will furnish the Contractor with a daily record for each major type of work showing various information concerning the equipment, the time it worked, could have worked and Working Days charged. This report is to be signed each day by an authorized representative of the Contractor.

### **D13. LIQUIDATED DAMAGES**

D13.1 If the Contractor fails to achieve the Work of the Contract in accordance with D2, the Contractor shall pay the City eight hundred dollars (\$800) per Working Day for each and every Working Day following the day fixed herein until the Work is complete.

D13.2 The amount specified for liquidated damages in D13.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve the Work of the Contract.

D13.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

#### **D14. JOB MEETINGS**

- D14.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D14.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

#### **D15. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

- D15.1 Further to B12.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B12.4. Measurement and Payment.

#### **D16. SAFETY**

- D16.1 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.
- D16.2 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.
- D16.3 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;
  - (g) All Contractors shall attend a site specific safety orientation prior to any work on site
  - (h) A representative of the Contractor shall attend the weekly safety tailgate meetings conducted by Brady staff

#### **D17. SITE CLEANING**

- D17.1 The Contractor shall maintain the Mews in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other contractors.

#### **D18. INVOICES**

- D18.1 Further to C11, the Contractor shall submit an invoice for each portion of Work performed to:
- The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9

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

- D18.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
  - (b) type and quantity of work performed;
  - (c) the amount payable with GST and MRST shown as separate amounts; and
  - (d) 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 B9.8.

**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.

**FORM H1: PERFORMANCE BOND**  
(See D10)

KNOW ALL MEN BY THESE PRESENTS THAT

\_\_\_\_\_ ,  
(hereinafter called the "Principal"), and

\_\_\_\_\_ ,  
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

\_\_\_\_\_ dollars (\$\_\_\_\_\_)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for  
  
RFP NO. 667-2014

REQUEST FOR PROPOSAL FOR THE PROVISION OF BIRD CONTROL SERVICES AT BRADY ROAD  
RESOURCE MANAGEMENT FACILITY

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SIGNED AND SEALED**  
in the presence of:

\_\_\_\_\_  
(Witness as to Principal if no seal)

\_\_\_\_\_  
(Name of Principal)

Per: \_\_\_\_\_ (Seal)

Per: \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_ (Seal)  
(Attorney-in-Fact)



All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

\_\_\_\_\_  
(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

\_\_\_\_\_  
(Name of bank or financial institution)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS AND DRAWINGS**

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
<u>Cover sheet</u>	<u>Bird Control Services at Brady Road Landfill Land Use</u>
<u>Brady Road Development Plan</u>	<u>Bird Control Services at Brady Road Landfill Land Use</u>

E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B8.

#### **E2. SERVICES**

E2.1 The Contractor shall provide services for bird control. The Contractor shall keep unwanted seagulls and other birds from remaining at the BRRMF in accordance with the requirements hereinafter specified.

E2.2 The Contractor shall supply sufficient birds of prey suitable for and trained for this Work, this may increase during periods of high migratory bird activity.

E2.3 The Contractor shall be aware that there are several locations at the BRRMF that will require bird control of seagulls and other birds as shown on Drawing Brady Road Development Plan.

E2.4 The Contractor shall be aware that in the fall of 2015 the residential tipping face may be closed to the general public due to the opening of the new Community Resource Recovery Centre.

#### **E3. LOCATION**

E3.1 The designated garbage disposal site for this Contract shall be the City of Winnipeg Brady Road Resource Management Facility located approximately one mile south of the Perimeter Highway (P.T.H. #100) at 1901 Brady Road. The hours of operation of this site are Monday to Friday 5:30am to 8:00pm, Saturday and Sunday 9:00am to 5:00pm.

#### **E4. EQUIPMENT AND MAINTENANCE**

E4.1 All transportation on Site shall be provided by the Contractor and should be four wheel drive. The Contractor is responsible for their vehicle maintenance and fuel (this also includes any damage resulting from debris in the Landfill).

E4.2 Provision of supporting equipment other than two way radio. Equipment will include appropriate personal protective clothing, falconry equipment, binoculars and day to day equipment.

#### **E5. PERMITS AND PERSONNEL**

E5.1 Contractor to acquire and maintain necessary licensing permits, and certificates in order to operate a business using a bird of prey.

E5.2 Contractors Personnel will be fully trained in the appropriate control techniques, first aid worker safety and radio use.

## **E6. HOURS OF WORK**

- E6.1 BRRMF is open every day except Remembrance Day, Christmas Day, and New Year's Day.
- E6.2 The normal operation of the work in this contract will be as required, 7 days a week, at the discretion of the Contract Administrator or his designate.
- E6.3 Where Work is delayed or terminated due inclement weather, the Contractor may be required to work additional hours per day and/or to work on holidays to make up any deficiencies in operation. The Contract Administrator or his designate will have full authority to determine when additional Work is required and when the Contractor will do the Work.
- E6.4 No premium will be paid for overtime, holidays, weekends or call outs as required by the Contract Administrator or his designate.

## **E7. CONTRACTORS COMPETENCE AND PERFORMANCE**

- E7.1 The Contractor must conform to all safety regulations within the landfill, and will attend safety meetings as determined by the Contract Administrator or his designate.
- E7.2 Daily activity log, recording of nuisance bird's activity and bird control efforts will be made available to the Contract Administrator upon request.
- E7.3 The Contractor's success will be measured on visual reduction of birds on active tipping face.
- E7.4 Operating hours will be determined by landfill management five days prior to the following month. Regular service provided will be 15 hours per day unless otherwise directed by the Contract Administrator with 2 hour overlap for covering breaks.

## **E8. METHOD OF OPERATION**

- E8.1 The Contractor will operate in the manner directed by the Contract Administrator or his designate.
- E8.2 The Contractor will recognize that the landfill site is not a closed construction site, and further recognize that the Site is controlled by various safety regulations, including speed limits, to ensure a safe work place. The Contractor agrees to abide by all safety regulations and ensure that his agents or sub-contractors obey all regulations. The Contractor shall require that all their staff, agents, or sub-contractors wear the necessary safety gear as prescribed by the Contract Administrator or his designate. The Contractor will recognize that regulations change from time and will conform to any changes as approved by the Contract Administrator or his designate.
- E8.3 The Contract Administrator or his designate reserves the right to modify methods of operation from time to time in the best interests of the City of Winnipeg and the Contractor shall follow reasonable instructions regarding changes to operational methods.

## **E9. FACILITIES**

- E9.1 The Contractor's staff will be allowed the use of the lunchroom and washroom in the shop facility.
- E9.2 The Contractor shall be permitted to establish his own maintenance, lunch, and parking facilities on site subject to the written approval of the Contract Administrator or his designate.

## **E10. IMPLEMENTAION**

- E10.1 The Contractor shall have a minimum of 10 available birds ready to perform the duties included at BRRMF.

- E10.2 The Contractor shall provide a minimum of one (1) dedicated staff member to nest/egg management during the months of April, May and June depending on weather and migration times.
- E10.3 The Contractor must provide monthly progress reports including details on population changes as well as actual kill numbers. At the end of each season the Contractor must provide a year-end report which will be sent to Manitoba Conservation as part of our license agreement.
- E10.4 The Contractor must be onsite and actively managing the bird population everyday throughout the specified dates unless otherwise instructed by the Contract Administrator or his designate.
- E10.5 The Contractor will have backup equipment and handlers available on call if requested by the Contract Administrator or his designate.

**E11. SCAVENGING**

- E11.1 BRRMF has a strict NO SCAVENGING rule. The Contractor shall be responsible for any employees to ensure that no scavenging takes place. In the event that the Contractor or Contractor Operators are caught scavenging, a minimum \$20,000 charge will be applied at the discretion of the Contractor Administrator. Further, at the Contractor Administrator's discretion, scavenging may constitute grounds resulting in the immediately removal of the operator and/or termination of the Contract.