



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 857-2007

SUPPLY AND DELIVERY OF INSECTICIDES

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND DELIVERY OF INSECTICIDES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, January 8, 2008.

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

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

B3. ENQUIRIES

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

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

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

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

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

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

B4. ADDENDA

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

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

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

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

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

B5. SUBSTITUTES

- B5.1 The Work is based on the materials, equipment, methods and products specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B5.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B14.
- B5.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B6. BID SUBMISSION

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

- B6.2 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.
- B6.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B6.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.5 If the Bid Submission 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 Branch
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B6.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B6.6 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, may result in the Bid being determined to be non-responsive.
- B6.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.
- B6.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.
- B7. BID**
- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B7.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

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

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

B7.4.2 All signatures should be witnessed, except where a corporate seal has been affixed.

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

B8. PRICES

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

B8.1.1 Prices on Form B: Prices shall include:

- (a) duty;
- (b) freight and cartage;
- (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
- (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.

B8.1.2 Prices on Form B: Prices shall not include the Manitoba Association for Resource Recovery Corporation (MARRC) Environmental Handling Charge (EHC) which shall be extra where applicable.

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

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

B8.4 Bidders should indicate, in their bid submission, the Product proposed, the container size in metric units, and the application rate shown on the product label, for each Item of the Work identified on Form B: Prices.

B9. TAXES

B9.1 Pesticides labelled under the Pest Control Products Act (PCP), classified as agricultural, and purchased in quantities of \$500.00 or more are exempt from the Goods and Services Tax. If these provisions are not met then the product is subject to the GST.

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 Branch internet site at <http://www.winnipeg.ca/matmgt>.
- 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; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).
- B10.4 The Bidder shall submit, within five (5) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor, including but not limited to the following information:
 - (a) Certificate of Status.
- B10.5 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 bid prices (unevaluated, and pending review and verification of conformance with requirements or evaluated prices) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site 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 Branch internet site 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 GC.7.05(2), 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 (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
- (c) Bid Price;
- (d) Product application rates;
- (e) economic analysis of any approved alternative pursuant to B5; and
- (f) Administrative Costs.

B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission 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.

B14.5 Further to B14.1(c), Bid Price will be evaluated considering early payment discounts if offered.

B14.6 Further to B14.1(d), Product application rates will be evaluated based on the application rate as per the product label.

B14.7 Further to B14.1(f), Administrative Costs will be evaluated considering the costs of awarding multiple Contracts.

B14.5 This Contract shall be awarded separately by item as identified on Form B: Prices.

B14.6 The Bidder may, but is not required to, bid on any one or more items.

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.

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 GC.3.01 and GC.3.02, 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 GC.1.01(7), 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

C1. GENERAL CONDITIONS

C1.1 The *General Conditions for the Supply and Delivery of Goods* (Form 21: 88 03) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for the Supply and Delivery of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for the Supply and Delivery of Goods*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of the supply and delivery of insecticides for the period of March 1, 2008 to October 31, 2008.
- D2.2 The Work shall be done on an "as required" basis during the term of the Contract.
- D2.2.1 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.
- D2.2.2 Notwithstanding GC.4.08, 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, 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 add or delete items, 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.
- D2.4 Notwithstanding D2.1, if at any time during the 8 month period following the award of the Contract, the City requires additional quantities of the Items (above the quantities shown on Form B: Prices), the City may request the Contractor to supply, up to 100%, additional quantities as Extra Work at the unit prices set out in the Contract. The Contractor may decline to supply the additional quantities without penalty.
- D2.5 Contractors are advised that the City will not enter into any separate agreements with respect to indemnification or liability, except for Malathion (Item No. 6).

D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
- (a) "**Award Authority**" means the authority having the jurisdiction to award the Contract according to the City's by-laws, policies or procedures;

- (b) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (c) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Bids;
- (d) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Taz Stuart
City Entomologist
1539 Waverley Street
Winnipeg MB R3T 4V7

Telephone No.: (204) 986-3794
Facsimile No.: (204) 986-4050

D5. NOTICES

D5.1 GC.7.05 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

D5.2 GC.7.05 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.

D5.3 Further to GC.7.05, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.4, D5.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.

D5.4 All notices of appeal to the Chief Administrative Officer shall be sent to the following address or facsimile number:

The City of Winnipeg
Chief Administrative Officer Secretariat
Attn: Chief Administrative Officer
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: (204) 949-1174

D5.5 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

The City of Winnipeg
Corporate Services Department
Legal Services Division
Attn: City Solicitor
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

Facsimile No.: (204) 947-9155

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

D6.1 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.

D7. MATERIAL SAFETY DATA SHEETS

D7.1 The Contractor shall provide the Contract Administrator with one (1) copy of Material Safety Data Sheets (MSDS's) for each product to be supplied under the Contract at least two (2) Business Days prior to the commencement of Work but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D7.2 Throughout the term of the Contract, the Contractor shall provide the Contract Administrator with revisions or updates of the MSDS's as soon as may be reasonably possible.

SCHEDULE OF WORK

D8. COMMENCEMENT

D8.1 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.

D8.2 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 D6;
 - (ii) the Material Safety Data Sheets specified in D7.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D9. FORFEITURE OF CONTRACT

D9.1 Notwithstanding GC.8.02 (1) and GC.8.02 (3), the City shall have the full right and power to take the whole of the Work, or any part or parts thereof, out of the hands of the Contractor, without process or action at law, upon giving the Contractor written Notice.

D10. ORDERS

D10.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

D11. RECORDS

D11.1 The Contractor shall keep detailed records of the goods supplied under the Contract.

D11.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) user name(s) and addresses;
- (b) order date(s);
- (c) delivery date(s); and
- (d) description and quantity of goods supplied.

D11.3 The Contractor shall provide the Contract Administrator with a copy of the records in the month of October but no later than by October 15, 2008.

MEASUREMENT AND PAYMENT

D12. INVOICES

D12.1 Further to GC.9.01 and notwithstanding GC.9.03, the Contractor shall submit an invoice for each order delivered, to the City of Winnipeg, Community Services Department, Finance and Administrative Services, 3rd Floor, 395 Main Street, Winnipeg MB R3B 3N8.

D12.2 Invoices must clearly indicate, as a minimum:

- (a) the City's order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of goods delivered;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D12.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D13. PAYMENT

D13.1 Further to GC.9.01 and GC.9.03, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D13.2 Further to GC.9.03, effective January 1, 2007 the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

INDEMNITY

D14. INDEMNITY

D14.1 Notwithstanding GC.7.03, the Contractor shall indemnify the City in the amount of two million dollars (\$2,000,000), plus a minimum of twice the Contract value.

WARRANTY

D15. WARRANTY

D15.1 Warranty is as stated in GC.10.01.

D15.1 Notwithstanding GC.10.01, the warranty period for each item of Work supplied shall begin on the date of successful delivery and expire one (1) year thereafter unless extended pursuant to G.C. 10.01 (6), in which case it shall expire when provided for thereunder.

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>Specification No.</u>	<u>Specification Title</u>
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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 B5.

E2. GOODS

E2.1 The Contractor shall supply and delivery of insecticides in accordance with the requirements hereinafter specified.

E2.2 Goods are as follows:

- (a) Item No. 1: (Chemical Larvicide) - Dursban 2.5G;
- (b) Item No. 2: (Chemical Larvicide/Landscape) - Dursban Turf;
- (c) Item No. 3: (Larvicide-Granular – Bti.) - Vectobac 200G / Teknar Granules;
- (d) Item No. 4: (Larvicide – Liquid) - Vectobac 1200L / Teknar Liquid Larvicide / AquaBac XT;
- (e) Item No. 5: (Defoliator/Biological) - Thuricide 48LV / Dipel 2XDF / Foray 48B / Foray 48BA;
- (f) Item No. 6: (Adulticides – Chemical) - Malathion 95 ULV / Malathion ULV Concentrate / Malathion ULV Insecticide Concentrate;
- (g) Item No. 7: (Insect Growth Regulator – [Granular]) - Altosid Granules / Altosid XR / Altosid Pellets;
- (h) Item No. 8: (Insect Growth Regulator – [Liquid]) - Altosid Liquid;
- (i) Item No. 9: (Adulticides [Permethrins] – non ULV) - Permanone 10%EC / Pyrenone 25-5 M.A.G.;
- (j) Item No. 10: (Miscellaneous Insect Control) - Safer's Insecticidal Soap;
- (k) Item No. 11: (Larvicide-Granular – B.sph.) - Vectolex CG / Vectolex WDG / Vectolex WSP;
- (l) Item No. 12: (Adulticides [Pyrethroids] – ULV) – Pyrocide ULV 7067.

Chemical Larvicide

E2.3 Item No. 1: The Contractor shall supply Dursban 2.5G Insecticide Granules, PCP 12223; (or approved equal), registered for the control of larval mosquitoes, with a guarantee of 2.5% chlorpyrifos:

- (a) Bag size shall be 25 kilograms;
- (b) Bags shall be bundled on pallets and bundles wrapped securely in plastic.

Chemical Larvicide/Landscape

E2.4 Item No. 2: The Contractor shall supply (Wilson Professional) Dursban Turf, PCP 24945; (or approved equal), registered for the control of elm bark beetles, and larval mosquitoes with a guarantee of 480 g of chlorpyrifos per litre:

- (a) Container size shall be a minimum of 4 litres up to a maximum of 10 litres.

Larvicide – Granular – Bti.

E2.5 Item No. 3: The Contractor shall supply Vectobac 200G Biological Larvicide Granule, PCP 18158; or Teknar Granules Larvicide, PCP 19239; or (approved equal):

- (a) Bag size shall be a minimum of 18 kilograms up to a maximum of 25 kilograms;
- (b) Bag shall be bundled on pallets and bundles wrapped securely in plastic.

Larvicide – Liquid

E2.6 Item No. 4: The Contractor shall supply Vectobac 1200 L, PCP 21062; or Teknar Liquid Larvicide, PCP 19241; or AquaBac XT Biological Larvicide, PCP 26860; (or approved equal), registered for the control of larval mosquitoes:

- (a) Container size shall be a minimum of 5 litres up to a maximum of 25 litres.

Defoliator/Biological

E2.7 Item No. 5: The Contractor shall supply Thuricide 48LV, PCP 17980; or Dipel 2XDF, PCP 26508; or Foray 48B, PCP 24977; or Foray 48BA, PCP 24978; (or approved equal) registered for the control of spring and fall cankerworms and forest tent caterpillars:

- (a) Container size of 1,000 litres is preferred.

Adulticides - Chemical

E2.8 Item No. 6: The Contractor shall supply Malathion 95 ULV, PCP 25638; or Malathion ULV Concentrate, PCP 16198; or Malathion ULV Insecticide Concentrate, PCP 14597; (or approved equal), registered for the control of adult mosquitoes using low ultra volume applications:

- (a) Container size shall be a minimum of 10 litres up to a maximum of 20 litres.

Insect Growth Regulator - Granular

E2.9 Item No. 7: The Contractor shall supply Altosid Granules, PCP 22676; or Altosid XR, PCP 27694; or Altosid Pellets, PCP 21809; (or approved equivalent), registered for the control of larval mosquitoes:

- (a) Container size shall be 25 kilograms or less.

Insect Growth Regulator – Liquid

E2.10 Item No. 8: The Contractor shall supply Altosid Liquid, PCP 28070; (or approved equivalent), registered for the control of larval mosquitoes:

- (a) Container size shall be a minimum of 10 litres up to a maximum of 20 litres.

Adulticides (Permethrins) – non ULV

E2.11 Item No. 9: The Contractor shall supply Permanone 10% EC, PCP 26476; or Pyrenone 25-5 M.A.G., PCP 14632; (or approved equal), registered for the control of biting flies:

- (a) Container size shall be a minimum of 10 litres up to a maximum of 20 litres.

Miscellaneous Insect Control

E2.12 Item No. 10: The Contractor shall supply Safer's Insecticide Soap, PCP 22182; (or approved equal), registered for the control of miscellaneous insects:

- (a) Container size shall be a minimum of 10 litres up to a maximum of 20 litres.

Larvicide – Granular – B.sph.

E2.13 Item No. 11: The Contractor shall supply Vectolex CG, PCP 28008; or Vectolex WDG, PCP 28007; or Vectolex WSP, PCP 28009; or (approved equal):

- (a) Bag size shall be a minimum of 18 kilograms up to a maximum of 25 kilograms;
- (b) Bag shall be bundled on pallets and bundles wrapped securely in plastic.

Adulticides Pyrethroids - ULV

E2.14 Item No. 12: The Contractor shall supply Pyroicide ULV 7067, PCP 13378; or (approved equal):

- (a) Container size shall be a minimum of 10 litres up to a maximum of 20 litres.

E3. DELIVERY

E3.1 Goods shall be delivered in accordance with the following approximate schedule, f.o.b. destination, freight prepaid, to the City of Winnipeg, Insect Control Branch, 3 Grey Street, Winnipeg, Manitoba, R2L 1V2, as follows:

<u>Items</u>	<u>Date</u>
(a) 1,2,3,4,5,6,7,8,9,10,11,12	Delivered on an "as required" basis during the term of Contract in accordance with E3.7.

E3.2 Delivery of all insecticides will be accepted Monday to Friday, except holidays, between the hours of 6:30 a.m. and 2:30 p.m.

E3.3 The Contractor shall contact Greg Robinson at 204-986-4869 at least two (2) Business Days prior to shipping, to arrange to accept delivery at the destination and to confirm quantities to be delivered.

E3.4 The Contractor shall off-load goods as directed at the delivery location if required by the Contract Administrator.

E3.5 The Contractor shall deliver Goods on pallets as follows:

- (a) Each pallet must safely support the total weight of the Goods on the pallet; and
- (b) Pallet size shall be approximately 4' length x 4' width.

E3.6 Goods will be ordered in minimum quantities as follows:

(a) Dursban 2.5G	5,000 kilograms
(b) Dursban Turf	500 litres
(c) Vectobac 200G / Teknar Granules	5,000 kilograms
(d) Vectobac 1200L / Teknar Liquid Larvicide / AquaBac XT	500 litres
(e) Thuricide 48LV / Dipel 2XDF / Foray 48B / Foray 48BA	1,000 litres
(f) Malathion 95% ULV / Malathion ULV Concentrate / Malathion ULV Insecticide Concentrate	1,000 litres
(g) Altosid Granules / Altosid XR / Altosid Pellets	1,000 kilograms
(h) Altosid Liquid	100 litres

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|-----|---|-----------------|
| (i) | Permanone 10%EC / Pyrenone 25-5 M.A.G. | 500 litres |
| (j) | Safer's Insecticidal Soap | 500 litres |
| (k) | Vectolex CG / Vectolex WDG / Vectolex WSP | 5,000 kilograms |
| (l) | Pyrocide ULV | 100 litres |

E3.7 "As Required" deliveries shall be within Ten (10) Calendar Days of the placing of an order by telephone or facsimile transmission.

E3.7.1 Delivery shall be on the first subsequent Working Day if the scheduled delivery date falls on a Saturday or a Sunday or a statutory/Canadian holiday.

E4. INSPECTION / QUALITY CONTROL

E4.1 Due to the City of Winnipeg Insecticide Program being time sensitive for applying the Goods (helicopter and ground spraying), the quality and delivery of the Goods are of the utmost importance. Time is of the essence for the various aspects of the program to maintain their scheduled activities; therefore the following procedure will apply to all Goods ordered:

- (a) The City will place a Purchase Order for the goods, referencing the Contract number;
- (b) The Contractor shall, within 24 hours, confirm receipt of the Purchase Order to the Contract Administrator;
- (c) The Contractor shall send an electronic copy (e-mail or facsimile) containing the product name and lot number(s) proposed to ship in reference to the purchase order number, to the Contract Administrator;
- (d) The Contract Administrator will send the Contractor written confirmation to proceed with arrangements for delivery of the approved Goods stated in (c);
- (e) The Contractor shall contact Greg Robinson at (204) 986-4869 at least two (2) Business Days prior to shipping, to arrange to accept delivery at the destination and to confirm quantities to be delivered;
- (f) The Contractor shall deliver Goods on an "as required" basis in accordance with E3.1(a) and E3.7, and report to Greg Robinson at (204) 986-4869, upon delivery, for inspection and approval;
- (g) The City will inspect the container labels, affixed to the outside of each container, which shall meet the Pest Control Products Regulations; and will verify the Goods by matching the lot number(s) approved in (d);
- (h) The City will visually inspect the product to verify the product is of acceptable condition and meeting the approval of the Contract Administrator or his designate; however, the Contract Administrator reserves the right to refuse the product if upon opening the product for use, it is found to be of unacceptable condition (e.g. contains debris and/or foreign materials);

If Goods are approved

- (i) If the Goods are approved by the City, the City will sign the receipt from the carrier and obtain a copy;
- (j) The Contract Administrator, or his delegate, will send an electronic copy of the receipt to the Contractor to acknowledge the Goods have been accepted;

If Goods are not approved

- (k) If the Goods are not approved by the City, the City will take photos of the Goods within the containers and may, at its sole discretion, take adequate samples for lab analysis;
- (l) Goods that do not meet the specifications and/or lab analysis, or delivered late may be rejected, all or in part, at the discretion of the Contract Administrator or his delegate;
- (m) The City will immediately provide notice to the Contractor of the unapproved Goods;
- (n) The Contractor shall immediately arrange to remove the rejected Goods from the City of Winnipeg Site, at no cost to the City;

- (o) The City reserves the right to purchase the goods from another supplier; and
- (p) The Contractor shall make no claim against the City of Winnipeg for Goods that do not meet the specifications, and/or delivery date, or for the ordering of Goods from another supplier.

E5. CANADIAN HOLIDAYS OBSERVED

E5.1 Deliveries will not be accepted on the following Canadian holidays/statutory holidays:

- (a) Good Friday – March 21st, 2008;
- (b) Monday following Easter Sunday – March 24th, 2008;
- (c) Victoria Day - May 19th, 2008;
- (d) Canada Day - July 1st, 2008;
- (e) Civic Holiday - 1st Monday in August (August 4th, 2008);
- (f) Labour Day - 1st Monday in September (September 1st, 2008);
- (g) Thanksgiving Day (October 13th, 2008).