



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 904-2011**

**PROVISION OF HELICOPTER SERVICES**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF HELICOPTER SERVICES

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, December 13, 2011.

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

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

### **B3. SITE INVESTIGATION**

B3.1 Further to C3.1, the Bidder may make an appointment to view the Site by contacting the Contract Administrator.

B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B3.3 The Bidder is responsible for determining:

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

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

## **B5. ADDENDA**

B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B6. SUBSTITUTES**

B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.

B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.

B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.

B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.

- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his 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.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.5, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B14.1(a).

## **B7. BID SUBMISSION**

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B7.4 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B14.1(a).
- B7.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.7 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B7.7.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.8 If the Bid is submitted by facsimile transmission, it shall be submitted to (204) 949-1178
- B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

## **B8. BID**

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Bid is submitted jointly by two (2) or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
  - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
  - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B8.5 If a Bid is submitted jointly by two (2) or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

## **B9. PRICES**

- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 Notwithstanding C11.1.1, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B10. QUALIFICATION**

### **B10.1 The Bidder shall:**

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

### **B10.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:**

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

### **B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:**

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

### **B10.4 Further to B10.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:**

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

### **B10.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.**

### **B10.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.**

## **B11. OPENING OF BIDS AND RELEASE OF INFORMATION**

### **B11.1 Bids will not be opened publicly.**

### **B11.2 Following the Submission Deadline, the names of the Bidders and their total bid prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>**



B11.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B11.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

## **B12. IRREVOCABLE BID**

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

B12.2 The acceptance by the City of any Bid shall not release the Bids of the next two (2) lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

## **B13. WITHDRAWAL OF BIDS**

B13.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B13.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Bid until after the Submission Deadline has elapsed;
- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.

B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

## **B14. EVALUATION OF BIDS**

B14.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
- (c) Total Bid Price 100%;
- (d) economic analysis of any approved alternative pursuant to B6;

B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.

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

B14.5 This Contract will be awarded as a whole.

## **B15. AWARD OF CONTRACT**

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

B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:

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

B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B14.

B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.

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

B15.5 The Contract Documents, as defined in C1.1 (n) (ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

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

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist provision of helicopter services for the period from April 15, 2012 until September 15, 2012, with the option of four (4) mutually agreed upon (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<sup>st</sup> 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) associated granular application;
- (b) aerial surveys for insect control.

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 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

#### D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

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

#### D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Taz Stuart  
City Entomologist  
Insect Control Branch  
1539 Waverley Street  
Winnipeg MB R3T 4V7  
Telephone No.: (204) 986-3794  
Facsimile No.: (204) 986-4050

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

## **D5. CONTRACTOR'S SUPERVISOR**

- D5.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.
- D5.2 Before commencement of Work, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

## **D6. NOTICES**

- D6.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:
- The City of Winnipeg  
Chief Financial Officer  
Facsimile No.: (204) 949-1174

## **SUBMISSIONS**

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

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

### **D8. LICENSES AND PERMITS**

- D8.1 The Contractor shall obtain and maintain all licenses and permits necessary for the Work.
- D8.2 The Contractor shall obtain written permission, pursuant to Canadian Aviation Regulations 702.22, to conduct aerial applications at altitudes less than those specified in CAR 602.14 and to conduct take-offs and landings within built up areas. This authorization is for the purpose of applying insecticides, conducting survey flights and landings and take-offs within the City of Winnipeg and up to twenty-four (24) kilometres beyond.
- D8.3 Copies of supporting documentation including, but not limited to Air Carrier Operating Certificate, National Transport Association Ticket, Aircraft Registration Numbers and Certificates; Pilots licenses and resumes, and Pilots commercial pesticide applicator's license, must be submitted to the Contract Administrator prior to the commencement of Work.

### **D9. INSURANCE**

- D9.1 The Contractor shall provide and maintain the following insurance coverage at all times during the performance of the Work:
- (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 will also contain evidence of cross-liability, contractual liability and products and completed operations cover;

- (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least five million dollars (\$5,000,000.00); such insurance may be met through the commercial general liability cover where applicable;
- (c) aircraft liability insurance providing coverage in the amount of at least five million dollars (\$5,000,000) inclusive. This policy will add the City of Winnipeg as an additional insured, and will include a cross-liability clause;
- (d) chemical drift insurance providing coverage for a) aviation chemical drift and b) misapplication; in an amount of not less than Five Hundred Thousand Dollars (\$500,000.00). This policy is to add the City of Winnipeg as an additional insured and will include a cross-liability clause;
- (e) all policies shall be taken out with insurers licensed to and carrying on business in the Province of Manitoba;

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall not cancel, or cause any such policy or policies to lapse without a minimum thirty (30) days prior written notice to the City.

D9.4 The Contractor shall provide written notice to the City of Winnipeg of any material changes to their policies within thirty (30) days of the change taking effect.

D9.5 The Contractor shall file with the City certificates of insurance, confirming all requirements, in a form satisfactory to the City Solicitor.

D9.6 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, provided that the City shall give the Contractor reasonable notice and shall request reasonable change.

D9.7 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

## **CONTROL OF WORK**

### **D10. COMMENCEMENT**

D10.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.

D10.2 The Contractor shall not commence any Work on the Site until:

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

### **D11. LIQUIDATED DAMAGES**

D11.1 If the Contractor fails to achieve the Work of the Contract in accordance with D2, the Contractor shall pay the City forty thousand dollars (\$ 40,000.00) per Working Day for each and every Working Day following the day fixed herein until the Work is complete.

D11.2 The amount specified for liquidated damages in D11.1 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.

D11.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

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

D12.1 Further to C6.23, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

**D13. SAFETY**

D13.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

D13.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.

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

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

**D14. ENVIRONMENTAL CLEAN UP**

D14.1 The Contractor is responsible for the immediate cleanup of any spillage or leakage of material from a container, including but not limited to, any spillage or leakage which occurs during the transporting of materials, which the City has not caused.

D14.2 The material must be cleaned up, picked up, moved or otherwise remediated within three (3) hours of becoming aware of the spillage/leakage or a request from the Contract Administrator pursuant to this D14.1, whichever is sooner.

D14.3 In the event that the Contractor does not comply with D14.1 and D14.2, the Contractor will be considered in default of the Contract and the City may clean up, pick up, move or otherwise remediate the material and all costs in this regard will be charged to the Contractor and deducted from his payment.

D14.4 Serious and / or repeated defaults of this nature may be grounds for termination of the Contract.

**D15. EMPLOYEE BEHAVIOUR AND SUPERVISION**

D15.1 The Contractor shall provide adequate supervision of its employees and shall ensure that all such employees conduct themselves in a manner appropriate to people and shall without limitation ensure that employees:

- (a) behave in a courteous and polite manner (no profanity or excess noise) to City staff and other personnel;
- (b) do not smoke within a City facility;
- (c) obey all posted safety rules;
- (d) leave all furnishings, equipment etc. moved during the inspection and testing, in an "as found" condition at the completion of the work;

- (e) use their own radio(s) or telephones or cellular telephones necessary for onsite communication; and
- (f) when employees are in the facility, that it is kept secure from entry by unauthorized persons,

D15.2 The Contractor and his employees are prohibited from entering the premises of any location other than to perform the work of this Contract unless accompanied by plant staff. The Contractor or his personnel will not be allowed to operate equipment other than described in this Contract. No one other than the Contractor and his driver or helper shall be allowed on the City of Winnipeg owned property.

#### **D16. BULK FUEL STORAGE**

D16.1 The City will provide a four thousand five hundred and forty-six (4546) litre capacity storage tank, above ground, self-contained aviation-fuel storage tank. However, the Contractor shall be responsible for the cost of fuel purchases, and shall be responsible for all arrangements associated with its timely supply and delivery.

#### **D17. INSPECTION**

D17.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.

D17.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

#### **D18. BLOOD TESTS**

D18.1 In order to monitor individual susceptibility to insecticide, all pilots and ground support personnel must take a cholinesterase blood test before commencing work and every one month thereafter for the duration of the work period, including periods when no aerial applications are being undertaken. This service will be provided at scheduled times by the City of Winnipeg, and at no costs to the Contractor.

D18.2 If pilots or ground support personnel should be outside of Winnipeg during periods of inactivity and miss a regularly scheduled blood test, they must make arrangements to have their blood tested immediately upon return to Winnipeg and prior to the resumption of spraying.

D18.3 Individuals with cholinesterase levels below acceptable limits, or failure of any individual involved in insect control programs to follow the above mentioned cholinesterase blood-test policy, will result in that individual not being allowed to participate in any City of Winnipeg aerial application programs.

#### **D19. FLIGHT REPORTS**

D19.1 The Contractor shall apply all insecticides in accordance with grid map systems to be outlined by the City and will provide the Operations and Safety Coordinator with a "Daily Flight Report" within twenty-four (24) hours of each flight indicating:

- (a) aircraft and flight data;
- (b) weather data;



(c) type and quantity of insecticide applied.

D19.2 The areas that are treated from the helicopter shall be equipped with a Global Positioning System (GPS) system to the City's Geographic Information System (GIS) / land-based information systems (LBIS).

**D20. LAND BASED INFORMATION SYSTEMS AND GLOBAL POSITIONING SYSTEMS (GPS)**

D20.1 Helicopters shall be equipped with Transport Canada Approved installation of Global Positioning Technology and Mapping Systems, with sub-metre accuracy, that provide the following:

- (a) hard copy of spray-on and spray-off locations;
- (b) an on board and real-time guidance to pilots for the accurate application of spray swaths;
- (c) an accurate real-time indicator of spray exclusion zones and other environmentally sensitive locations;
- (d) a visual reference to all potential mosquito larval development sites inside the City and up to twenty-four (24) kilometres beyond.

**D21. GROUND SUPPORT**

D21.1 The Contractor shall have, as a minimum, the capacity of providing continuous servicing to all spray helicopters during the course of each day of operations.

**D22. FACILITIES PROVIDED BY THE CITY**

D22.1 The Contractor may base his helicopters, and support vehicles at the City's four thousand (4,000) square feet hangar without charge and at his own risk. The City will not be responsible for loss of contents or damage to the helicopters or vehicles.

**D23. RESPONSE TIME REQUIREMENTS**

D23.1 The Contractor shall be prepared to offer services within a maximum of twenty-four (24) hours of telephone notification, and shall be prepared to offer these services at any time during the day-light hours.

**D24. ORDERS**

D24.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

**D25. RECORDS**

D25.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D25.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) user name(s) and addresses;
- (b) order date(s);
- (c) service date(s); and
- (d) description and quantity of services provided.

D25.3 The Contractor shall provide the Contract Administrator with a copy of the usage records for each year within thirty (30) Calendar Days of the end of year one (1) and within thirty (30) Calendar Days at the end of any Contract extension period should the Contract be extended.

## **MEASUREMENT AND PAYMENT**

### **D26. INVOICES**

D26.1 Further to C11, the Contractor shall submit an invoice for each order delivered to:

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

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

D26.2 Invoices must clearly indicate, as a minimum:

- (a) the City's order number;
- (b) date(s) of provision of services;
- (c) location at which service was provided;
- (d) type and quantity of services provided;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D26.3 The Contractor should invoice the City on a monthly basis. A summary statement shall accompany the invoices and include:

- (a) the invoice number; amount of invoice;
- (b) total statement value.

D26.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D26.5 Bids Submissions must be submitted to the address in B7.7.

### **D27. PAYMENT**

D27.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D27.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D27.3 Further to E2.4, payment will be based on the actual number of hours flown. The number of hours flown are those logged during actual insecticide applications or survey flights and recorded on the Daily Flight Reports.

### **D28. NEWS MEDIA**

D28.1 The Contractor shall not engage the news media in regard to any subject that concerns the City without the express consent of the Contract Administrator. Express consent must be provided for each circumstance.

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS**

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

#### **E2. SERVICES**

- E2.1 The Contractor shall provide helicopter services in accordance with the requirements hereinafter specified.
- E2.2 The Contractor shall provide a minimum of four (4) helicopters as required in E2.2.1 for associated granular application systems that are in first class working condition and that will be employed for the Work. The Contractor may be required to provide additional helicopters for the associated granular application systems over and above the minimum requested and dedicated to this Work.
- E2.2.1 The helicopters are anticipated to be used as follows:
- (a) one (1) from April 15<sup>th</sup> to September 15<sup>th</sup> in each year;
  - (b) a second (2) from April 15<sup>th</sup> to August 31<sup>st</sup> in each year;
  - (c) a third (3) from May 1<sup>st</sup> to August 7<sup>th</sup> in each year;
  - (d) a fourth (4) from May 1<sup>st</sup> to July 31<sup>st</sup> in each year.
- E2.3 All helicopter flights start and terminate at the City of Winnipeg's Elmwood Heliport or other locations as specified by the Contract Administrator.
- E2.4 All aircraft must be equipped with collective meters and these meter readings will be used to determine total hours flown and will be entered into the Daily Flight Reports.
- E2.5 The Contract Administrator reserves the right to view the collective meter readings for verification of flight hours flown.

#### **E3. INSECTICIDES**

- E3.1 The City will store and supply all insecticides for use under this Contract.
- E3.2 Insecticides will be made available to the Contractor from 620 Tyne Avenue on a daily basis, and any unused insecticide must be returned to 620 Tyne Avenue that same day.
- E3.3 The Contractor shall be responsible for the safe handling and transportation of insecticides in the Contractor's care and possession.
- E3.4 The Contractor shall provide any vehicles, equipment and labour necessary to ensure the efficient servicing of each aircraft in the field, including but not limited to fuelling and insecticide loading.
- E3.5 Efficient servicing includes having support vehicle(s) with a capacity to carry sufficient fuel and insecticide for a full day of operation. At no time may fuel or insecticide be left unattended at loading sites.

**E4. HANDLING OF INSECTICIDES**

- E4.1 The Contractor shall handle insecticides in accordance with manufacturer's directions and all government regulations. In the event of discrepancies or conflict, the more stringent requirements shall apply.
- E4.2 All persons handling insecticides shall be fully aware of toxicological rules and regulations governing their use.
- E4.3 The Contractor shall maintain landing sites, mixing sites and all other sites of Work in a clean and orderly condition.
- E4.4 Storage and disposal of waste materials and empty containers shall be in a manner approved by the Contract Administrator.
- E4.5 The Contractor shall inform the Contract Administrator immediately of any dangerous occurrence.

**E5. APPLICATION EQUIPMENT**

- E5.1 All insecticide application equipment must be supplied by the Contractor.
- E5.2 Only granular application systems that are Transport Canada Approved (LSTA and/or STC) that are fixed to the helicopter will be permitted for use.
- E5.3 The Contract Administrator or his designate reserves the right to check the calibration of the spray equipment whenever it is deemed necessary.
- E5.4 The Contractor shall have a Transport Canada Approved installation LSTA and / or STC wire-strike kit for all aircraft.