



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 785-2013

PROVISION OF LOW LEVEL AERIAL PHOTOGRAPHY IN DIGITAL FORMAT

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF LOW LEVEL AERIAL PHOTOGRAPHY IN DIGITAL FORMAT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, October 21, 2013.

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 D3.1.

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. CONFIDENTIALITY

B4.1 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.

B4.2 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.

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/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.
- 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 materials, equipment, methods and products 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 seven (7) 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 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.
- B6.5 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.
- 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/she 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/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 B14.
- B6.9 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.
- B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.7, 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;
 - (c) Specifications should be submitted of the camera proposed to be used for the acquisition of the aerial photographs, including camera, manufacturer, and model number.
 - (d) Sample raw image(s) in TIFF format, taken with the camera proposed to be used for the acquisition of the aerial photographs should be submitted. The image should show a river or stream with banks or a similar topographic feature. The image shall be provided on a CD or DVD disk. The resolution of the image (ie. the ground level dimensions covered by a single pixel) shall be indicated on the disk.
- 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 in ink, to constitute a responsive Bid.
- B7.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.5 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 Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B7.5.1 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.
- B7.6 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.7 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).
- B7.8 If the Bid Submission 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/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.

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

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

B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

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

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

B8.4.2 All signatures shall be original.

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

B9. PRICES

B9.1 The Bidder shall state the lump sum price in Canadian funds for the Work on Form B: Prices.

B9.1.1 The price 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.

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 (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.

B10.5 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 Division website at <http://www.winnipeg.ca/matmgt>

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

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

B12. IRREVOCABLE BID

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

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

B13. WITHDRAWAL OF BIDS

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

B13.1.1 Notwithstanding C21, 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/her Bid after the Submission Deadline but before his/her 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;
- (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 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/her Bid or in other information required to be submitted, that he/she is responsible and qualified.

B14.4 Further to B14.1(c), the Total Bid Price shall be the lump sum price shown on Form B: Prices.

B14.5 If the Bidder's lowest Total Bid Price for Alternative 1, Full Ownership is within 30% of the lowest Total Bid Price for Alternative 2, Conditional Lease Agreement of any other bid, the City may choose to award the Bid Opportunity to the lowest bidder of Alternative 1.

B14.6 This Contract may be awarded on the basis of:

- (a) Alternative 1 – Full Ownership ; or

(b) Alternative 2 – Conditional Lease;

as identified on Form B: Prices. Each alternative will be evaluated in accordance with the specified evaluation criteria.

B14.6.1 Notwithstanding B9.1, the Bidder may, but is not required to, bid on all alternatives.

B14.6.2 Notwithstanding B15.3, the City shall have the right to choose the alternative that is in its best interests. If the Bidder has not bid on all alternatives, he/she shall have no claim against the City if his/her partial Bid is rejected in favour of an award of the Contract on the basis of an alternative upon which he/she has not bid.

B15. AWARD OF CONTRACT

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

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

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

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

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

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

B15.4 Notwithstanding C4 and Paragraph 6 of Form A:Bid, 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 the Supply of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “C” designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the provision of low level aerial photography, suitable for stereoscopic viewing in both orthorectified and in raw formats.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:
Kendall Thiessen
Riverbank Management Engineer
Unit 15, 30 Fort Street
Winnipeg MB R3C4X5
Telephone No.: 204- 986-5159
Facsimile No.: 204- 986-3684

D4. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D4.1 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D4.2 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.

D4.3 A Contractor who violates any provision of D4 may be determined to be in breach of Contract.

D5. NOTICES

D5.1 Notwithstanding C21.3, 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

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. INSURANCE

D7.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) Aircraft Liability Insurance providing coverage in the amount of at least five million dollars (\$5,000,000) all inclusive. This policy shall include The City of Winnipeg as an additional insured, and shall contain a cross liability clause.

D7.2 Deductibles shall be borne by the Contractor.

D7.3 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 but in no event later than the date specified in C4 for the return of the executed Contract.

D7.4 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.

D8. LEASE VERSUS OWNERSHIP

D8.1 The City will award the contract based on either a Lease or Ownership agreement.

D8.2 **“Conditional Lease agreement” means** that the City of Winnipeg shall lease the goods specified in this Bid Opportunity from the Contractor with the following conditions.

- (a) The City of Winnipeg shall take **Joint Ownership** of goods after one year from the date of the award of contract.
- (b) The City of Winnipeg may sell products derived from the goods in this bid opportunity in digital or hardcopy format where the size of the imagery shall not exceed a 500m X 500m representation of area on any photo. The City shall not pay any royalty to the Contractor.
- (c) The City of Winnipeg may provide the goods to external businesses that are working for the City. Businesses shall be given the City’s standard NDA pertaining to the use of Aerial Photography.
- (d) The City of Winnipeg may display the goods on a viewer designed for public use or private business usage and may charge for this service and will not pay royalty to the Contractor.
- (e) The City shall not be under obligation to make reference to the Contractor on any type of media (i.e. digital or paper) produced by the City.
- (f) The City shall not sell or give away any goods for a period of one year from the date of the award of contract.

D8.3 **“Joint Ownership” means** that the City of Winnipeg and the Contractor are full and equal owners of the goods specified in the bid opportunity including any and all copyright the contractor would otherwise exclusively possess. Further to D8.2(a), the City or the Contractor may sell, or give away any or all goods specified in this bid opportunity without having to consult the other owner.

D8.4 **“Full Ownership” means** the City of Winnipeg is the sole owner of the goods specified in this bid opportunity, including any and all copyright the Contractor would otherwise possess or lay claim to. Thus the contractor may not keep for their use, give away or sell the goods. The

contractor however must keep a copy of the delivered goods for one year after delivery for warranty purposes.

SCHEDULE OF WORK

D9. COMMENCEMENT

- D9.1 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.
- D9.2 The Contractor shall not commence any Work until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D6;
 - (ii) evidence of the workers compensation coverage specified in C6.16;
 - (iii) evidence of the insurance specified in D7; and
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D10. DELIVERY

- D10.1 Within forty (40) days of photo acquisition the City requires the uncorrected, untouched, raw TIFF image files, camera calibration reports and exterior orientation parameter files and any other information required for the extraction of elevation measurement values from the imagery. Data to be provided in digital format.
- D10.2 Within ninety (90) days of photo acquisition, initial orthophotos shall be delivered. This allows the City to see the data and point out any problem areas before final delivery.
- D10.3 The completed, compiled and fully approved colour photos, and orthophoto base maps shall be delivered to the City of Winnipeg with one hundred and twenty (120) days of photo acquisition.
- D10.4 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least two (2) Business Days before delivery.

MEASUREMENT AND PAYMENT

D11. INVOICES

- D11.1 Further to C10, 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
- D11.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of goods delivered;
 - (e) the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts; and
 - (f) the Contractor's GST registration number.

D11.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D11.4 Bids Submissions must be submitted to the address in B7.5.

D12. PAYMENT

D12.1 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D13. PAYMENT SCHEDULE

D13.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D14. WARRANTY

D14.1 Warranty is as stated in C11.

PART E - SPECIFICATIONS

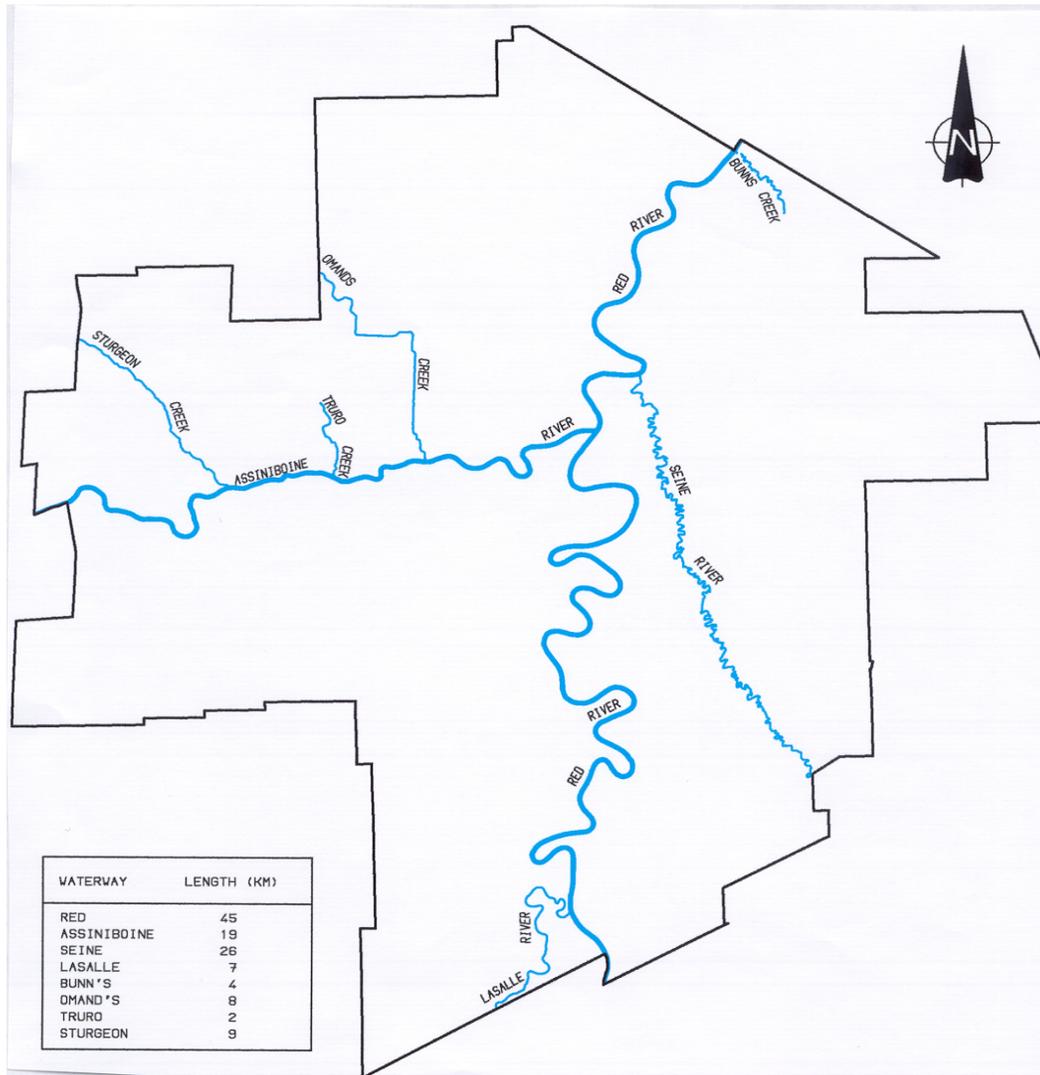
GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Delivery shall be in accordance with D10.
- 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 B6.

E2. BACKGROUND

- E2.1 Background is offered as information only.
- E2.2 The following figure shows the general locations and lengths of the rivers which are to be captured in the aerial photography.



- E2.3 The number of flight lines and approximate line km flown in 2004 at a scale of 1:5000 are provided as information as follows:

Waterway	Length (km)	Flight Lines	Approximate Line km (2004)
Red & LaSalle Rivers	45 (Red) 7 (La Salle)	10	101
Assiniboine River	19	6	28.8
Seine River	26	3	17.8
Sturgeon Creek	9	1	7.5
Truro Creek	2	1	3
Omand's Creek	8	3	14.6
Bunn's Creek	4	1	5.5

E3. GOODS

E3.1 The Contractor shall supply low level aerial photography and ortho-rectified imagery along the City of Winnipeg's waterways in digital format in accordance with the requirements hereinafter specified.

- (a) The Contractor shall capture color vertical (nadir) aerial photography along the following waterways within the City of Winnipeg:
 - (i) Red River
 - (ii) Assiniboine River
 - (iii) Seine River
 - (iv) La Salle River
 - (v) Sturgeon Creek
 - (vi) Truro Creek
 - (vii) Omand's Creek
 - (viii) Bunn's Creek
- (b) The aerial photography will cover a minimum riverbank area of one hundred and twenty five metres (125 m) on both sides of the subject rivers and creeks, measured from the edge of the water. Full stereoscopic coverage is to be assured in this area.
- (c) Aerial photos obtained prior to the contract award will not be accepted unless written permission is given by the Contract Administrator to fly earlier.
- (d) The Contract Administrator is available to supply an electronic copy of a map of the Geodetic Control Monuments in the City upon request.
- (e) LIDAR elevation data obtained by the City in 2011 is available to the Contractor upon request.
- (f) The Contractor is responsible for obtaining all required permits and authorizations to perform flights over the City.
- (g) The aerial photography is to be flown under no-snow conditions, when trees are leaf free, and the Red River is below the regulated summer water level, and no earlier than October 25th. In the event of non-optimal conditions in the fall of 2013, the work would be undertaken in 2014 and would be completed in the spring or fall of 2014, whichever season allows for the conditions required.
- (h) Aerial photos are to be taken under uniformly clear or uniformly cloudy conditions.
- (i) No imagery shall be acceptable if taken under conditions of precipitation.
- (j) The images shall be clear and sharp and evenly exposed across the format. The images shall be free from clouds and cloud shadows, smoke, haze, light streaks, snow, ice, flooding, static marks, hot spots and another ground surface blemishes that interfere with the intended purpose of the images.

- (k) The Contractor shall submit a flight line map and confirm the actual flying schedule with the Contract Administrator before the Work commences. The Contract Administrator must approve the proposed flight line map and flying schedule
- (l) Only modern, frame based digital cameras, suitable for photogrammetry and topographic mapping will be considered.
- (m) The dynamic range of the camera shall be such that detail within ground shadows can easily be resolved with no or small amounts of visible noise or grain while still avoiding blown highlights.
- (n) Exposure should be set to maximize the bit-depth within the range of the sensor and should not be overexposed or saturated.
- (o) The aerial photography will have a standard sixty (60) percent forward overlap and thirty (30) percent lateral overlap, suitable for stereo viewing and be of sufficient quality and accuracy for topographic mapping of a 0.5 metre contour interval guaranteed.
- (p) Vertical images should not show the effects of forward motion of the aircraft.
- (q) The camera shall be mounted vertically in the aircraft. The camera shall be isolated from the vibration of the aircraft. Angular vibration shall be reduced to a level that does not significantly affect the image resolution at the shutter speeds used.
- (r) For digital cameras that use pan-sharpening, the colour registration must be no less perceptibly accurate than images from a film camera. (For example, the green colour of grass shall not be shifted (bleed) over onto the sidewalk making the fringe of the sidewalk a shade of green).

E3.2 Alternative 1 – Full Ownership of all imagery, shall be pursuant to D8.4. The Contractor must supply the City with the following materials upon the completion of the Work:

- (a) Colour stereo image, uncorrected, and in raw TIFF format, suitable for stereoscopic viewing. Imagery is to have a ground sample distance no greater than 8 cm. Imagery cannot be up-sampled to obtain the designated resolution.
- (b) Colour orthophotos rectified (geo-referenced and geo-coded) to the city basemap within a 500m X 500m grid template which shall be provided by the City of Winnipeg:
 - (i) TIFF images with associated word files
 - (ii) A single ECW format mosaic file
- (c) Two complete sets of the raw (TIFF) and orthorectified (both ECW and TIFF formats) aerial photography shall be provided on two new hard drives. These hard drives shall become the property of the City.
- (d) The Contractor shall forward ECW compression rates and send sample image files to the Contract Administrator of the air photography at various compression rates. The contract administrator shall decide from the samples which compression rate the Contractor shall use for the ECW formatted image files.
- (e) The Contractor shall provide untouched raw TIFF image files, camera calibration reports, exterior orientation parameters and any other information required for the extraction of elevation values from the imagery, in digital format.
- (f) The Contractor shall provide all GPS base station data collected during the acquisition
- (g) Ortho-rectified imagery shall have a horizontal error of no greater than 20cm.
- (h) The aerial photos shall be geo-referenced and geo-coded to the City's cadastral base.
- (i) A flight index map and an aerial photography film report are required. The flight index map shall consist of geo-coded points in shape or mapInfo format in UTM NAD 83 and Zone 14 that represent the location from where each photo was taken. Each point shall have the following attribute information at minimum.
 - (i) Image Name – corresponding to the raw .TIFF image file names.
 - (ii) Flight Direction
 - (iii) Altitude
 - (iv) Date acquired

- (v) Time acquired
- (vi) Forward overlap i.e. 60%
- (vii) Side overlap i.e. 30%
- (viii) Easting and Northing
- (ix) Aperture
- (x) Shutter speed
- (xi) Source
- (xii) Comments

E3.3 **Alternative 2** – – Conditional Lease shall be as described in E3.2(a)-(i), and shall be pursuant to D8.2 and D8.3