



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 46-2008

SUPPLY AND DELIVERY OF DATED BILINGUAL TRANSIT BUS TRANSFERS

TABLE OF CONTENTS

PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	3

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Addenda	1
B5. Substitutes	2
B6. Bid Submission	2
B7. Bid	3
B8. Prices	4
B9. Qualification	4
B10. Opening of Bids and Release of Information	5
B11. Irrevocable Bid	5
B12. Withdrawal of Bids	5
B13. Evaluation of Bids	6
B14. Award of Contract	6

PART C - GENERAL CONDITIONS

C1. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	1
D4. Contract Administrator	1
D5. Notices	2

Submissions

D6. Authority to Carry on Business	2
D7. Insurance	2

Contractor's Schedule For Security

D8. Contractor's security over the work	3
---	---

Schedule of Work

D9. Commencement	3
D10. Forfeiture of Contract	4
D11. Orders	4
D12. Records	4

Measurement and Payment

D13. Invoices	4
D14. Payment	5

Indemnity

D15. Indemnity	5
----------------	---

Warranty

D16. Warranty	5
---------------	---

PART E - SPECIFICATIONS

General

E1. Applicable Specifications	1
E2. Goods	1
E3. Printing	2

E4. Packaging	3
E5. Delivery	4

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND DELIVERY OF DATED BILINGUAL TRANSIT BUS TRANSFERS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, February 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 B13.
- 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.

B9. QUALIFICATION

B9.1 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.

- B9.2 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>.
- B9.3 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);
- B9.4 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.
- B9.5 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.

B10. OPENING OF BIDS AND RELEASE OF INFORMATION

- B10.1 Bids will not be opened publicly.
- B10.2 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>
- B10.3 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>
- B10.4 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.

B11. IRREVOCABLE BID

- B11.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B11.2 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.

B12. WITHDRAWAL OF BIDS

- B12.1 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.
- B12.1.1 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.

- B12.1.2 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.
- B12.1.3 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 B12.1.3(b), declare the Bid withdrawn.
- B12.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B11.2 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.

B13. EVALUATION OF BIDS

- B13.1 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 B9 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B5.
- B13.2 Further to B13.1(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.
- B13.3 Further to B13.1(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.
- B13.4 Further to B13.1(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.
- B13.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B13.5 This Contract will be awarded as a whole.

B14. AWARD OF CONTRACT

- B14.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B14.2 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.
- B14.2.1 Without limiting the generality of B14.2, 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.

B14.3 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.

B14.3.1 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.

B14.4 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.

B14.5 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 Dated Bilingual Transit Bus Transfers for the calendar year 2009.
- D2.2 The Work shall be done on a "scheduled" basis during the term of the Contract.
- D2.3 The City reserves the right to increase quantities, in accordance with GC 4.05, and such increases shall be at the price Bid on the Form B.

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;
 - (e) "**Scheduled**" means to appoint, assign, or designate for a fixed time.

D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:
- Ms. Helen Tack
Superintendent of Garry Street Transit Service Centre
65 Garry Street
Winnipeg, Manitoba
R3C 4K4

Telephone No. (204) 986-5242
Facsimile No. (204) 986-6967

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. INSURANCE

- D7.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and

products and completed operations cover, to remain in place at all times during the performance of the Work;

- (b) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work;

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 on the Site but in no event later than the date specified in GC.3.01 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 fifteen (15) Calendar Days prior written notice to the Contract Administrator.

CONTRACTOR'S SCHEDULE FOR SECURITY

D8. CONTRACTOR'S SECURITY OVER THE WORK

D8.1 The Winnipeg Transit Department is concerned over the growing potential for counterfeiting/illegal reproduction of Transit Bus Transfers.

D8.2 All materials associated with the City of Winnipeg Bilingual Transit Bus Transfers shall be the property of the City of Winnipeg.

D8.3 The names and titles of the personnel authorized to work with the Transit Bus Transfers shall be provided to the Contract Administrator prior to the commencement of production.

D8.4 No materials shall be destroyed unless approved by the Contract Administrator.

D8.5 Work shall be done in such a fashion that all transfers are printed, numbered, packaged and accounted for under supervision.

D8.6 Material shall be moved, from one location to another in the plant, in a secure fashion.

D8.7 When not being worked on, work in progress shall be placed in a secure area with accessibility limited to authorized personnel. Upon completion, all Goods shall be placed in a secured area until delivery is made to Garry Street Transit Service centre.

D8.8 All overruns, samples or surplus stock associated with the production of the transfers shall be accounted for and stored in a secured area, at the Contractor's plant, with limited accessibility, and shall;

D8.8.1 Remain at the Contractor's Plant until the Contract Administrator has instructed the Contractor as to its disposition.

D8.9 All waste shall be accounted for and stored in a secured area, until the Contract Administrator has authorized the waste to be destroyed under supervision by burning or shredding

SCHEDULE OF WORK

D9. COMMENCEMENT

D9.1 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.

D9.2 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) evidence of the insurance 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.

D9.3 The City intends to award this Contract by February 18, 2008.

D10. FORFEITURE OF CONTRACT

D10.1 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.

D11. ORDERS

D11.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

D12. RECORDS

D12.1 The Contractor shall keep detailed records of the goods supplied under the Contract.

D12.2 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.

D12.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

MEASUREMENT AND PAYMENT

D13. INVOICES

D13.1 Further to GC.9.01 and notwithstanding GC.9.03, the Contractor shall submit an invoice upon delivery of each portion of the order.

D13.2 Further to D5.3, the Contractor shall submit invoices to the locations designated at the time of ordering.

D13.3 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.

D13.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D14. PAYMENT

- D14.1 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.
- D14.2 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

D15. INDEMNITY

- D15.1 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

D16. WARRANTY

- D16.1 Warranty is as stated in GC.10.01.

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 B5.
- E1.3 A Sample of proposed 2009 Bilingual Transit Bus Transfers is attached as "**Sample**", attached as page 5 of these Specifications.
- E1.3.1 The Sample is not 100 percent precise.
- E1.3.2 Goods supplied shall meet or exceed the quality of the current City Sample.
- E1.4 The Contractor shall be required to support CorelDraw Version 10 or Adobe Illustrator to facilitate the Work.
- E1.5 The first priority contact person for the Contract period shall be the Contract Administrator. In her absence, you may contact Mr. Ed Yorski:
- | | | |
|--------------------|----------------|--|
| (a) Mr. Helen Tack | (204) 986-5242 | Contract Administrator
(Superintendent of Garry Street Transit Service Centre)
Garry Street Transit Service Centre |
| (b) Mr. Ed Yorski | (204) 986-4346 | Revenue Officer
Garry Street Transit Service Centre |

E2. GOODS

- E2.1 The Contractor shall Supply and Deliver Dated Bilingual Transit Bus Transfers in accordance with the requirements hereinafter specified.
- E2.2 Total Production Cycle for 2009 shall be approximately 37,536,000.
- E2.2.1 Alternate First Production cycles may be considered, and shall be submitted in accordance with B5.
- E2.2.2 Alternate Second Production cycles may be considered, and shall be submitted in accordance with B5.
- E2.3 Item No. 1: 1st production cycle For the period January 1, 2009– June 30, 2009 =18,624,000
Daily quantities required for the Contract period shall be:

E2.3.1	Weekdays @ 128,000/day:	125 days @ 128,000/day	16,000,000 Transfers
	January – 2, 5-9, 12-16, 19-23, 26-30	February – 2-6, 9-13, 17-20, 23-27	
	March – 2-6, 9-13, 16-20, 23-27, 30-31	April – 1-3, 6-9, 13-17, 20-24, 27-30	
	May – 1, 4-8, 11-15, 19-22, 25-29	June – 1-5, 8-12, 15-19, 22-26, 29-30	
E2.3.2	Saturdays @ 64,000/day:	26 days @ 64,000/day	1,664,000 Transfers
	January – 3, 10, 17, 24, 31	February – 7, 14, 21, 28	
	March – 7, 14, 21, 28	April – 4, 11, 18, 25	
	May – 2, 9, 16, 23, 30	June – 6, 13, 20, 27	

E2.3.3	Sundays @ 32,000/day:	26 days @ 32,000/day	832,000 Transfers
	January – 4, 11, 18, 25	February – 1, 8, 15, 22	
	March – 1, 8, 15, 22, 29	April – 5, 12, 19, 26	
	May – 3, 10, 17, 24, 31	June – 7, 14, 21, 28	

E2.3.4	Statutory Holidays @ 32,000/day:	4 days @ 32,000/day	128,000 Transfers
	January 1		
	February 16		
	April 10		
	May 18		

E2.4 Item No. 2: 2nd production cycle For the period July 1, 2009 to December 31, 2009 =18,912,000
Daily quantities required for the Contract period shall be:

E2.4.1	Weekdays @ 128,000/day:	127 days @ 128,000/day	16,256,000 Transfers
	July – 2-3, 6-10, 13-17, 20-24, 27-31	August – 4-7, 10-14, 17-21, 24-28, 31	
	September – 1-4, 8-11, 14-18, 21-25, 28-30	October – 1-2, 5-9, 13-16, 19-23, 26-30	
	November – 2-6, 9-13, 16-20, 23-27, 30	December – 1-4, 7-11, 14-18, 21-24, 28-31	

E2.4.2	Saturdays @ 64,000/day:	26 days @ 64,000/day	1,664,000 Transfers
	July – 4, 11, 18, 25	August – 1, 8, 15, 22, 29	
	September – 5, 12, 19, 26	October – 3, 10, 17, 24, 31	
	November – 7, 14, 21, 28	December – 5, 12, 19, 26	

E2.4.3	Sundays @ 32,000/day:	26 days @ 32,000/day	832,000 Transfers
	July – 5, 12, 19, 26	August – 2, 9, 16, 23, 30	
	September – 6, 13, 20, 27	October – 4, 11, 18, 25	
	November – 1, 8, 15, 22, 29	December – 6, 13, 20, 27	

E2.4.4	Statutory Holidays @ 32,000/day:	5 days @ 32,000/day	160,000 Transfers
	July: 1		
	August: 3		
	September: 7		
	October: 12		
	December: 25		

E3. PRINTING

Artwork

E3.1 The Contract Administrator shall;

- (a) Provide colour specifications and artwork to the Contractor by May 1, 2008.
 - (i) In CorelDraw Version 10, or Adobe Illustrator. The Contractor shall have permission from the Contract Administrator for any other electronic format submitted.
- (b) Approve designs.
- (c) Make negatives available to the Contractor for further printing, pursuant to E3.2(b).

E3.2 **The Contractor shall;**

- (a) Submit paper proofs and blue-line proofs to the Contract Administrator prior to printing, no later than May 29, 2008. Earlier submission will be accepted.

- (b) Manufacture and retain all printing plates and negatives in safekeeping under security conditions, until requested by the Contract Administrator to return them or destroy them;
- (c) Advise the Contract Administrator when production commences and when it is completed.

Graphics/Text

- E3.3 Front: shall be different all lots
- E3.4 Reverse shall be different from front, and shall be same all lots
- E3.5 Color density shall be consistent throughout all shipments so as not to show visible differences.

Ink(s)

- E3.6 One colour two sides each lot, no bleeds;
- E3.6.1 PMS Ink(s): Panatone Purple 266 U
- E3.7 The Contractor shall ensure colours are consistent throughout the year.
- E3.8 Colour shall be selected and approved by the Transit Department Contract Administrator.

Stock

- E3.9 30 lb. Standard Newsprint WhiteMill: Avenor (formerly Great Lakes Paper)
- E3.9.1 Alternate stock shall be considered, and shall be submitted in accordance with B5.

Binding and Finishing

- E3.10 Flat trimmed size shall be: 1 3/4" x 7";
- E3.11 Shall be padded in 50's at top with padding compound;
- E3.12 Copy shall register form-to-form in within each pad;

E4. PACKAGING

Transfers shall be packed in cardboard cartons in either of the ways indicated in E4.1:

- E4.1
 - (a) Weekdays: 8 equal cartons of 16,000 transfers each date
 - (b) Saturdays and Boxing Day: 4 equal cartons of 16,000 each date
 - (c) Sundays and Holidays: 2 equal cartons of 16,000 each date
- E4.2 Special attention shall be given when packaging, to ensure no dates are mixed within the same carton:
 - E4.2.1 Each date shall be packaged individually in cartons and each carton clearly identified as to date and quantity;
 - E4.2.2 In the event that transfers are not packaged properly, it shall be the Contractor's responsibility to arrange for pick-up, re-check, and re-package.
 - E4.2.3 This shall be done expeditiously to ensure transfer issuance is not interrupted.
- E4.3 Containers and sealing material shall be of sufficient strength to withstand shipping and handling as well as to provide adequate security

E5. DELIVERY

- E5.1 Delivery shall be by a bonded company or accompanied by a bonded employee.
- E5.1.1 The Contractor shall supply a signed statement to accompany each separate delivery, and addressed to the Contract Administrator.
- (i) The statement shall indicate if overruns, samples or surplus stock exists,
 - (ii) If overruns, samples or surplus stock exist they shall be treated in accordance with D7.
- E5.2 Goods shall be delivered FOB destination, freight prepaid to:
Garry Street Transit Service Centre
65 Garry Street
Winnipeg, Manitoba
R3C 4K4.
- E5.3 Delivery dates shall be in accordance with the following:
- (a) First production cycle delivery date: September 9, 2008
 - (b) Second production cycle delivery date: March 24, 2009
- E5.3.1 Alternate production cycle delivery dates may be considered in accordance with E2.2.1, E2.2.2, and B5.
- E5.4 The Contractor shall confirm each scheduled delivery with the User at least two (2) Business Days before delivery.
- E5.5 Goods shall be delivered between 8:00 a.m. and noon, and 1:00 p.m. and 3:00 p.m. on Business Days.
- E5.6 The Contractor is advised that delivery access through the Garry Street Transit Service Centre overhead door requires that the vehicle used to deliver the goods shall be no larger than a five ton truck, and shall be equipped with a hydraulic-tail lift.
- E5.7 The Contractor shall be solely responsible for off-load of the goods, as directed at the delivery location.

back

2009

2009

www.winnipegtransit.com

Valid on any regular route on day issued until expiry time shown. **NON-TRANSFERABLE** In case of misunderstanding, please pay fare, retain transfer, and contact Winnipeg Transit, 421 Osborne Street, R3L 2A2 For commendations or concerns, please call 986-5694 Subject to all Transit Regulations

Valide le jour délivré, pour service normal sur toutes les lignes, jusqu'à l'heure d'expiration indiquée. **NON TRANSFERABLE.** En cas de malentendu, veuillez payer le tarif demandé, conserver le billet de correspondance et communiquer avec la Régie des transports de Winnipeg, 421, rue Osborne, R3L 2A2. Pour exprimer des éloges ou des préoccupations, appelez au 986-5694. Sous réserve des règlements de la Régie des transports.

front

1	27	45								
24		30								
23		15								
22		00								
21	Aug	45								
20		30								
19		15								
18		00								
17	27	45								
16		30								
15		15								
14		00								
13	août	45								
12		30								
11		15								
10		00								
9	27	45								
8		30								
7		15								
6		00								
Expiry Time ▲ Heure d'expiration										
27										
Aug/août										
 Thanks For Using Winnipeg Transit Merci d'avoir utilisé la Régie des transports de Winnipeg										
1	2	3	4	5	6	7	8	9	0	D
1	2	3	4	5	6	7	8	9	0	S

Actual Size