



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 52-2008**

**SUPPLY AND DELIVERY OF BILINGUAL TRANSIT BUS TICKETS**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SUPPLY AND DELIVERY OF BILINGUAL TRANSIT BUS TICKETS

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 4, 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 2009 Bilingual Transit Bus Tickets for the period May 1, 2008 to December 31, 2009.
- D2.1.1 The Work shall be done on a "scheduled", "as required", and "if required" basis during the term of the Contract, in accordance with E3.
- D2.1.2 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator.
- D2.2 Subject to GC.4.08, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.
- D2.3 The City may 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) "**Voided**" means having no legal force or validity;
  - (f) "**Scheduled**" means to appoint, assign, or designate for a fixed time.
  - (g) "**As Required**" means according to need;

(h) **"If Required"** means if ordered to;

**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. SECURITY OVER THE WORK**

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

D8.2 All materials associated with the City of Winnipeg Bilingual Transit Bus Tickets 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 Tickets 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 is to be done in such a fashion that all tickets are printed, numbered, packaged and accounted for under supervision.

D8.6 When material is being moved from one location to another in the plant, it shall be moved 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.

D8.8 Upon completion, all Goods shall be placed in a secured area until delivery is made to Garry Street Transit Service centre.

D8.9 All overruns, samples or surplus stock associated with the production of the tickets shall be accounted for and stored in a secured area, at the Contractor's plant, with limited accessibility, and shall remain at the Contractor's Plant until the Contract Administrator has been advised, and has instructed the Contractor as to its disposition.

D8.10 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.

#### **D9. CONTRACTOR'S RESPONSIBILITY FOR LOSS**

D9.1 During the term of the Contract, the Contractor shall be responsible for any loss of the Bilingual Transit Bus Tickets, by disappearance, destruction, dishonesty or otherwise, while in the possession and control of the Contractor. For the purpose of this Clause, the Bilingual Transit Bus Goods shall be deemed to be in the possession and control of the Contractor at any time prior to the acceptance of the delivery of same by the Transit Department Contract Administrator or his designate, at the City of Winnipeg.

D9.1.1 In the event of such a loss, the Contractor shall bear the cost and expense of replacing the Goods.

D9.1.2 The Contractor may be requested to replace and/or alter all existing Goods produced to the date loss.

D9.2 If existing Goods are altered, the Contractor shall alter all future production of the Contract.

#### **D10. CONTRACTOR'S FURTHER COMPLIANCE**

D10.1 In accordance with GC.5.01 the Contractor shall further comply with any or all of the following:

- (a) Provide a written description of the building and plant security may be requested by the Contract Administrator. This security is subject to the approval of the Contract Administrator and may be investigated by the Contract Administrator.
- (b) Grant access to the City of Winnipeg shall have the right, at its discretion, to place a person or persons in the Contractors plant during production in order to observe the production of Goods.

#### **SCHEDULE OF WORK**

##### **D11. COMMENCEMENT**

D11.1 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.

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

- (a) the Contract Administrator has confirmed receipt and approval of:
  - (i) evidence of authority to carry on business specified in 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.

D11.3 The City intends to award this Contract by April 9, 2008.

##### **D12. FORFEITURE OF CONTRACT**

D12.1 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.

##### **D13. ORDERS**

D13.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

#### **D14. RECORDS**

- D14.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D14.2 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.
- D14.3 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**

##### **D15. INVOICES**

- D15.1 Further to GC.9.01 and notwithstanding GC.9.03, the Contractor shall submit an invoice for each order delivered.
- D15.2 Further to D5.3, the Contractor shall submit invoices to the locations designated at the time of ordering.
- D15.2.1 Table A of these Supplemental Conditions, listing current invoicing addresses, is provided for the convenience of the Contractor only. The City reserves the right to revise locations as required by changes in its operations during the term of the Contract.
- D15.3 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.
- D15.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

##### **D16. PAYMENT**

- D16.1 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.
- D16.2 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**

##### **D17. INDEMNITY**

- D17.1 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**

### **D18. WARRANTY**

D18.1 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.
- E1.2.1 Alternate similar sizes, stock, perforations, binding and finishing(s), shall be considered and shall be submitted in accordance with B5.

#### E2. GOODS

- E2.1 The Contractor shall Supply and Deliver Bilingual Transit Bus Tickets in accordance with the requirements hereinafter specified.
- E2.2 **Sample** of proposed 2009 Bilingual Transit Bus Tickets is included with the Specifications as Specifications Page 7 - Page 14 ( **Sample Page 1 to Sample Page 8**).
- E2.2.1 Samples are not 100 percent precise, and Goods supplied shall meet or exceed the quality of the current City samples.
- E2.3 The Contractor is advised that, in accordance with B9, he/she shall be required to support **CorelDraw Version 10 or Adobe Illustrator** to facilitate the Work. The Contractor shall obtain permission from the Contract Administrator for any other electronic format used/submitted
- E2.4 If additional information is required please contact the Contract Administrator. In the absence of the Contract Administrator you may contact the alternate.
- (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 Alternate  
 Revenue Officer  
 Garry Street Transit Service Centre

#### E3. QUANTITIES

##### Initial Shipment Transit Bus Tickets

E3.1	Full Fare	Sheets of 10	Series "AA"	475,000 sheets	numbered 000001-475000
E3.2	Reduced Fare	Sheets of 10	Series "AA"	287,500 sheets	numbered 000001-287500
E3.3	Senior Fare	Sheets of 10	Series "AA"	225,000 sheets	numbered 000001-225000
E3.4	Handi Transit	Sheets of 10	Series "AA"	150,000 sheets	numbered 000001-150000
E3.5	Full Fare	Sheets of 5	Series "AA"	350,000 sheets	numbered 000001-350000
E3.6	Reduced Fare	Sheets of 5	Series "AA"	200,000 sheets	numbered 000001-200000
E3.7	Senior Fare	Sheets of 5	Series "AA"	115,000 sheets	numbered 00001- 115000
E3.8	Handi Transit	Sheets of 5	Series "AA"	25,000 sheets	numbered 00001-25000

**Second Order** Transit Bus Tickets

E3.9	Full Fare	Sheets of 10	Series "AA"	475,000 sheets	numbered 475001-950000
E3.10	Reduced Fare	Sheets of 10	Series "AA"	287,500 sheets	numbered 287501-575000
E3.11	Full Fare	Sheets of 5	Series "AA"	350,000 sheets	numbered 350001-700000
E3.12	Reduced Fare	Sheets of 5	Series "AA"	200,000 sheets	numbered 200001-400000

**Subsequent Orders If Required** Transit Bus Tickets

E3.13	Full Fare	Sheets of 10	Series "AA"	shall be quoted in multiples of 50,000 sheets
E3.14	Reduced Fare	Sheets of 10	Series "AA"	shall be quoted in multiples of 50,000 sheets
E3.15	Senior Fare Bus	Sheets of 10	Series "AA"	shall be quoted in multiples of 50,000 sheets
E3.16	Handi Transit	Sheets of 10	Series "AA"	shall be quoted in multiples of 10,000 sheets
E3.17	Full Fare	Sheets of 5	Series "AA"	shall be quoted in multiples of 50,000 sheets
E3.18	Reduced Fare	Sheets of 5	Series "AA"	shall be quoted in multiples of 50,000 sheets
E3.19	Senior Fare Bus	Sheets of 5	Series "AA"	shall be quoted in multiples of 50,000 sheets
E3.20	Handi Transit	Sheets of 5	Series "AA"	shall be quoted in multiples of 10,000 sheets

**E4. PRINTING  
 Format**

E4.9	Full Fare	Series "AA"	1 5/8" x 1 1/8"	10 tickets per sheet, 2 rows of 5 across
E4.10	Reduced Fare	Series "AA"	1 5/8" x 1 1/8"	10 tickets per sheet, 2 rows of 5 across
E4.11	Senior Fare	Series "AA"	1 5/8" x 1 1/8"	10 tickets per sheet, 2 rows of 5 across
E4.12	Handi-Transit	Series "AA"	2 1/2" x 2"	10 tickets per sheet, 2 rows of 5 across
E4.13	Full Fare	Series "AA"	1 5/8" x 1 1/8"	5 tickets per sheet, 1 rows of 5 across
E4.14	Reduced Fare	Series "AA"	1 5/8" x 1 1/8"	5 tickets per sheet, 1 rows of 5 across
E4.15	Senior Fare	Series "AA"	1 5/8" x 1 1/8"	5 tickets per sheet, 1 rows of 5 across
E4.16	Handi-Transit	Series "AA"	2 1/2" x 2"	5 tickets per sheet, 1 rows of 5 across

### **Voided Samples – Initial Shipment Only**

- E4.17 The Contractor shall supply the following voided samples with the initial shipment:
- (a) 25 “voided” sample sheets of Full Fare Bus Tickets (sheets of 10);
  - (b) 25 “voided” sample sheets of Reduced Fare Bus Tickets (sheets of 10);
  - (c) 25 “voided” sample sheets of Senior Fare Bus Tickets (sheets of 10);
  - (d) 25 “voided sample sheets of Handi-Transit Bus Tickets (sheets of 10);
  
  - (e) 25 “voided” sample sheets of Full Fare Bus Tickets (sheets of 5);
  - (f) 25 “voided” sample sheets of Reduced Fare Bus Tickets (sheets of 5);
  - (g) 25 “voided” sample sheets of Senior Fare Bus Tickets (sheets of 5);
  - (h) 25 “voided sample sheets of Handi-Transit Bus Tickets (sheets of 5);
- E4.17.1 The method of voiding shall be approved by the Contract Administrator, and in accordance with D3.1(e).

### **Artwork**

- E4.18 The Contract Administrator shall:
- (a) provide colour keys and artwork to the Contractor by May 1, 2008 in Coreldraw Version 10, or Adobe Illustrator;
  - (b) approve designs;
  - (c) make negatives available to the Contractor for further printing, pursuant to E4.19(b).
- E4.19 The Contractor shall:
- (a) submit paper proofs and blueline proofs to the Contract Administrator prior to printing, and 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**

- E4.20 Graphics and Text shall be:
- (a) new design/layout required for both front and back of tickets;
  - (b) image on front shall be common to all “Full Fare”, “Reduced Fare”, “Handi-Transit Fare”, and “Senior Fare Tickets”, but different from each other;
  - (c) image on reverse (shall be different from front) and shall be common to all “Full Fare”, “Reduced Fare”, “Senior Fare”, and “Handi-Transit Fare Tickets”, but different from each other;
  - (d) all text/graphics shall be of high resolution and clearly defined;
  - (e) color density shall be consistent throughout all shipments so as not to show visible differences.

### **Ink(s)**

- E4.21 All colours shall be selected by the Transit Department Contract Administrator.

- E4.21.1 The Contractor shall ensure colours are consistent throughout the year.
- E4.21.2 Silkscreen Fluorescent inks security feature, or equivalent, must be applied to a density sufficient enough to show a very visible difference when reproduced by a colour photocopier.
- E4.21.3 Front shall be Black plus one fluorescent colour bleed.
- E4.21.4 Reverse shall be Black plus one fluorescent colour bleed.

### **Stock**

- E4.22 Stock for "Full Fare", "Reduced Fare" and "Senior Fare" shall be plainfield Plus text, smooth finish, 80 lb., recycled Britewhite (basis weight 130M, 20" x 26").
- E4.23 Stock for "Handi Transit" shall be 7 pt. Tabstock, 100 lb., basis weight 200m.

### **Numbering**

- E4.24 Numbering shall be:
  - (a) five or ten tickets on each sheet numbered same in Black ink, then consecutively sheet to sheet;
  - (b) restricted to the front of the Ticket.
- E4.24.1 Numbering sequence shall be 100% precise and guaranteed.

### **Binding and Finishing to produce a sheet of 10 tickets:**

- E4.25 Full Fare Bus Tickets Series "AA" shall be flat trimmed size at 3 ¼" x 5 5/8", and shall be:
  - (a) perforated horizontally at 1 5/8";
  - (b) perforated vertically in 4 positions:
    - (i) each 1 1/8" apart;
    - (ii) each with a zig zag perforation.
  - (c) with a tie:cut ratio approximately 1:2:
    - (i) with ties @ .8mm; and
    - (ii) cuts @ 1.7mm
- E4.26 Reduced Fare Bus Tickets Series "AA" shall be flat trimmed size at 3 ¼" x 5 5/8", and shall be:
  - (a) perforated horizontally at 1 5/8";
  - (b) perforated vertically in 4 positions:
    - (i) each 1 1/8" apart;
    - (ii) each with a zig zag perforation.
  - (c) with a tie:cut ratio approximately 1:2:
    - (i) with ties @ .8mm; and
    - (ii) cuts @ 1.7mm.
- E4.27 Senior Fare Bus Tickets Series "AA" shall be flat trimmed size at 3 ¼" x 5 5/8", and shall be:
  - (a) perforated horizontally at 1 5/8";
  - (b) perforated vertically in 4 positions:
    - (i) each 1 1/8" apart;
    - (ii) each with a zig zag perforation.
  - (c) with a tie:cut ratio approximately 1:2:

- (i) with ties @ .8mm; and
- (ii) cuts @ 1.7mm.

E4.28 Handi-Transit Bus Tickets Series "AA" shall be flat trimmed size at 5" x 10", and shall be:

- (a) perforated vertically at 2 ½";
- (b) perforated horizontally in 4 positions:
  - (i) each 2" apart;
  - (ii) each with a straight perforation.
- (c) with a tie:cut ratio approximately 1:2:
  - (i) with ties @ .8mm; and
  - (ii) cuts @ 1.7mm.

**Binding and Finishing to produce a sheet of 5 tickets:**

E4.29 Full Fare Bus Tickets Series "AA" shall be flat trimmed size at 1 5/8" x 5 5/8", and shall be:

- (a) perforated vertically in 4 positions:
  - (i) each 1 1/8" apart;
  - (ii) each with a zig zag perforation.
- (b) with a tie:cut ratio approximately 1:2:
  - (i) with ties @ .8mm; and
  - (ii) cuts @ 1.7mm.

E4.30 Reduced Fare Bus Tickets Series "AA" shall be flat trimmed size at 1 5/8" x 5 5/8", and shall be:

- (a) perforated vertically in 4 positions:
  - (i) each 1 1/8" apart;
  - (ii) each with a zig zag perforation.
- (b) with a tie:cut ratio approximately 1:2:
  - (i) with ties @ .8mm; and
  - (ii) cuts @ 1.7mm.

E4.31 Senior Fare Bus Tickets Series "AA" shall be flat trimmed size at 1 5/8" x 5 5/8", and shall be:

- (a) perforated vertically in 4 positions:
  - (i) each 1 1/8" apart;
  - (ii) each with a zig zag perforation.
- (b) with a tie:cut ratio approximately 1:2:
  - (i) with ties @ .8mm; and
  - (ii) cuts @ 1.7mm.

E4.32 Handi-Transit Bus Tickets Series "AA" shall be flat trimmed size at 2 ½" x 10", and shall be:

- (a) perforated vertically in 4 positions:
  - (i) each 2" apart;
  - (ii) each with a straight perforation.
- (b) with a tie:cut ratio approximately 1:2:
  - (i) with ties @ .8mm; and
  - (ii) cuts @ 1.7mm.

## **E5. PACKAGING**

- E5.1 Shall be banded in lots of 100 sheets and shrink-wrapped in bundles of 10 lots.
- E5.2 All bundles shall be clearly identified as to contents (ie. type of tickets, series letter identification and number sequence).
- E5.3 Shall be packed in sturdy containers, with containers labelled as to contents and number sequence.
  - E5.3.1 Empty containers shall be returned to Contractor upon request.

## **E6. DELIVERY**

- E6.1 Delivery shall be by a bonded company or accompanied by a bonded employee.
- E6.2 The Contractor shall supply a signed statement to accompany each separate delivery, and addressed to the Contract Administrator.
  - (a) the statement shall indicate if overruns, samples or surplus stock exists,
  - (b) If overruns, samples or surplus stock exist they shall be treated in accordance with D8.
- E6.3 Goods shall be delivered FOB destination, freight prepaid to:
  - Garry Street Transit Service Centre
  - 65 Garry Street
  - Winnipeg, Manitoba
  - R3C 4K4.
- E6.4 Delivery dates must be strictly adhered to and shall be in accordance with the following:
  - (a) initial shipment no later than: September 16, 2008.
  - (b) second shipment: date shall be determined with successful Contractor.
  - (c) subsequent shipments: shall be determined IF REQUIRED  
the City shall order in minimums of 50,000 sheets
- E6.4.1 Earlier deliveries will be accepted.
- E6.5 The Contractor shall confirm each scheduled delivery with the User at least two (2) Business Days before delivery.
- E6.6 Goods shall be delivered between 8:00 a.m. and noon, and 1:00 p.m. and 3:00 p.m. on Business Days.
- E6.7 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.
- E6.8 The Contractor shall be solely responsible for off-load of goods, as directed at the delivery location.



**Nº. 12345**



**Nº. 12346**



**Nº. 12347**



**Nº. 12348**



**Nº. 12349**



**Nº. 12350**



**Nº. 12351**



**Nº. 12352**



**Nº. 12353**



**Nº. 12354**



### HANDI-TRANSIT

Good for one Series Z fare. Subject to fare increases and Transit regulations.  
**Not refundable.**

Valide pour un trajet de la série Z. Peut faire l'objet d'augmentations et est assujetti aux règles de la Régie.  
**Non remboursable.**

S.Z.



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