

# THE CITY OF WINNIPEG

# **BID OPPORTUNITY**

BID OPPORTUNITY NO. 5-2010
SUPPLY AND DELIVERY OF DATED BILINGUAL BUS PASSES

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#### **PART B - BIDDING PROCEDURES**

#### **B1.** CONTRACT TITLE

B1.1 SUPPLY AND DELIVERY OF DATED BILINGUAL BUS PASSES

#### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 25, 2010.
- 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. 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 Division website at <a href="http://www.winnipeg.ca/matmgt/bidopp.asp">http://www.winnipeg.ca/matmgt/bidopp.asp</a>
- B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- 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.
- B5.10 Notwithstanding B5.2 to B5.9, and in accordance with B6.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B13.1(a)

#### **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 Division 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, will be evaluated in accordance with B13.1(a).
- 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 should be printed below such signatures.
- 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.
- B8.2 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 Division website at http://www.winnipeg.ca/matmqt/debar.stm

- 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 Division website at <a href="http://www.winnipeg.ca/matmgt">http://www.winnipeg.ca/matmgt</a>
- 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 Division website at <a href="http://www.winnipeg.ca/matmgt">http://www.winnipeg.ca/matmgt</a>
- 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 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.
- 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, or acceptable deviation therefrom (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.
- B13.5 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, in accordance with B13.
- 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 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.
- B14.5 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**

#### CO. GENERAL CONDITIONS

- C0.1 The General Conditions for the Supply and Delivery of Goods (Revision 2008 05 26) are applicable to the Work of the Contract.
- C0.1.1 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 Division website at <a href="http://www.winnipeg.ca/matmgt/gen\_cond.stm">http://www.winnipeg.ca/matmgt/gen\_cond.stm</a>
- 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 and Delivery 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 supply and delivery of 2011 bilingual transit bus passes for the period from May 1, 2010 until December 31, 2011.
- D2.2 The Work shall be done on an "as required" and "scheduled" basis during the term of the Contract. Scheduled" shall be in accordance with D10.4.
- D2.2.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.
- D2.2.2 Notwithstanding C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

#### D3. CONTRACT ADMINISTRATOR

D3.1 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

#### D4. NOTICES

D4.1 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 address or facsimile number:

The City of Winnipeg Chief Financial Officer Administration Building, 3rd Floor 510 Main Street Winnipeg MB R3B 1B9

Facsimile No.: (204) 949-1174

#### **SUBMISSIONS**

#### D5. AUTHORITY TO CARRY ON BUSINESS

D5.1 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.

#### CONTRACTOR'S SCHEDULE FOR SECURITY

#### D6. CONTRACTOR'S SECURITY OVER THE WORK

- D6.1 The Winnipeg Transit Department is concerned over the growing potential for counterfeiting/illegal reproduction of Transit Bus Passes.
- D6.2 All materials associated with the City of Winnipeg Bilingual Transit Bus Passes shall be the property of the City of Winnipeg.
- D6.3 The names and titles of the personnel authorized to work with the Transit Bus Passes shall be provided to the Contract Administrator prior to the commencement of production.
- D6.4 No materials shall be destroyed unless approved by the Contract Administrator.
- D6.5 Work is to be done in such a fashion that all passes are printed, numbered, packaged and accounted for under supervision;
- D6.6 When material is being moved from one location to another in the plant, it shall be moved in a secure fashion:
- D6.7 When not being worked on, work in progress shall be placed in a secure area with accessibility limited to authorized personnel.
- D6.8 Upon completion, all Goods shall be placed in a secured area until delivery is made to Garry Street Transit Service centre.
- D6.9 All overruns, samples or surplus stock associated with the production of the passes 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.
- D6.10 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.

#### D7. CONTRACTOR'S RESPONSIBILITY FOR LOSS

- D7.1 During the term of the Contract, the Contractor shall be responsible for any loss of the Bilingual Transit Bus Passes, 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 the designate, at the City of Winnipeg.
- D7.1.1 In the event of such a loss, the Contractor shall bear the cost and expense of replacing the Goods.
- D7.1.2 The Contractor may be requested to replace and/or alter all existing Goods produced to the date of loss.
- D7.2 If existing Goods are altered, the Contractor shall alter all future production of the Contract.

#### D8. CONTRACTOR'S FURTHER COMPLIANCE

- D8.1 In accordance with C5 the Contractor shall further comply with any or all of the following:
  - (a) A written description of the building and plant security. This security is subject to the approval of the Contract Administrator and may be investigated by the Contract Administrator.
  - (b) 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**

#### 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 until:
  - (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D5.
  - (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 Delivery shall be by a bonded company or accompanied by a bonded employee.
- D10.2 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 D6.
- D10.3 Goods shall be delivered FOB destination, freight prepaid to:

Garry Street Transit Service Centre

65 Garry Street

Winnipeg, Manitoba

R3C 4K4.

D10.4 Weekly and Monthly Passes delivery dates must be strictly adhered to and shall be in accordance with the following:

(a) week 1 – 17 shall be delivered by September 15, 2010;

(b) week 18 – 35 shall be delivered by February 9, 2011;

(c) week 36 - 52 shall be delivered by May 18, 2011;

(d) months January to December shall be delivered by September 15, 2010;

(e) earlier deliveries will be accepted.

- D10.5 The Contractor shall confirm each scheduled delivery with the User at least two (2) Business Days before delivery.
- D10.6 Goods shall be delivered between 8:00 a.m. and noon, and 1:00 p.m. and 3:00 p.m. on Business Days.
- D10.7 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.
- D10.8 The Contractor shall be solely responsible for off-load of goods, as directed at the delivery location.

#### 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 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

- D13.2 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 and MRST shown as separate amounts; and
  - (f) the Contractor's GST registration number.
- D13.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

#### D14. PAYMENT

- D14.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D14.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

#### WARRANTY

#### D15. WARRANTY

D15.1 Warranty is as stated in C11.

#### **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.

#### E2. GOODS

- E2.1 The Contractor shall supply and deliver bilingual transit bus passes in accordance with the requirements hereinafter specified.
- E2.1.1 Alternate similar sizes, perforations, foils, binding and finishing(s), shall be considered and shall be submitted in accordance with B5.
- E2.1.2 Alternate stock shall be considered, and shall be submitted in accordance with B5.
- E2.2 Samples of proposed 2011 Bilingual Transit Bus Passes are included in these specifications on pages 9-11.
- 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 **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. WEEKLY PASSES (FORM B: ITEM NO. 1-4)

Weekly passes shall be required for a period of 52 weeks commencing January 3, 2011, and shall include the following specifications.

- E3.1 Item 1 Full Fare Max 5 Bus Pass:
  - (a) January 3, 2011 to December 30, 2011;
  - (b) 52 weeks @ 8,200 per week Total 426,400;
  - (c) format shall be 2 1/4" x 3 11/16", (includes 1/2" stub);
  - (d) numbering/lettering shall be:
    - (i) on front in area provided, in bold black ink;
    - (ii) 100% precise and guaranteed, sequential and in numerical order;
    - (iii) each week, consecutively from 00001-8200;
    - (iv) in accordance with 2011 dates;
    - (v) numbered in foil M-01 the first week, have the foil letter A, and dated starting Jan. 3, 2011;

- (vi) numbered in foil M-02 the second week, have the foil letter B, and dated starting Jan. 10, 2011 etc..
- E3.2 Item 2 Full Fare Super Bus Pass [7 Day]:
  - (a) January 3, 2011 to January 1, 2012;
  - (b) 52 weeks @ 8,100 per week Total 421,200;
  - (c) format shall be  $2\frac{1}{4}$ " x  $3\frac{11}{16}$ ", (includes  $\frac{1}{2}$ " stub);
  - (d) Numbering/Lettering shall be:
    - (i) on front in area provided, in bold black ink;
    - (ii) 100% precise and guaranteed, sequential and in numerical order;
    - (iii) each week consecutively from 00001-8,100;
    - (iv) In accordance with 2011 dates:
    - (v) numbered in foil F-01 the first week, have the foil letter A, and dated starting Jan. 3, 2011;
    - (vi) numbered in foil F-02 the second week, have the foil letter B, and dated starting Jan. 10, 2011, etc..
- E3.3 Item 3 Reduced Fare Super Bus pass [7 Day]:
  - (a) January 3, 2011 to January 1, 2012;
  - (b) 52 weeks @ 5,500 per week Total 286,000;
  - (c) format shall be 2 1/4" x 3 11/16", (includes 1/2" stub);
  - (d) numbering/Lettering shall be:
    - (i) on front in area provided, in bold black ink;
    - (ii) 100% precise and guaranteed, seguential and in numerical order:
    - (iii) each week, consecutively from 00001-5500;
    - (iv) in accordance with 2011 dates;
    - (v) numbered in foil R-01 the first week, have the foil letter A, and dated starting Jan. 3, 2011
    - (vi) numbered in foil R-02 the second week, have the foil letter B, and dated starting Jan. 10, 2011, etc..
- E3.4 Item 4 Senior Fare Super Bus pass [7 Day]:
  - (a) January 3, 2011 to January 1, 2012;
  - (b) 52 weeks @ 2,800 per week Total 145,600;
  - (c) format shall be  $2\frac{1}{4}$ " x  $3\frac{11}{16}$ " (includes  $\frac{1}{2}$ " stub);
  - (d) numbering/Lettering shall be:
    - (i) on front in area provided, in bold black ink;
    - (ii) 100% precise and guaranteed, sequential and in numerical order;
    - (iii) each week, consecutively from 00001-2800;
    - (iv) in accordance with 2011 dates;
    - (v) numbered in foil S-01 the first week, have the foil letter A, and dated starting Jan. 3, 2011;
    - (vi) numbered in foil S-02 the second week, have the foil letter B, and dated starting Jan. 10, 2011 etc..

#### PRINTING OF WEEKLY PASSES SHALL INCLUDE THE FOLLOWING SPECIFICATIONS.

- E3.5 Voided samples shall be required for Weekly Transit Bus Passes, and shall accompany delivery.
- E3.6 The Contractor shall supply voided samples for each week and the method of voiding shall be confirmed with the Contract Administrator:
  - (a) 25 "voided" samples of Full Fare Max 5 Bus Pass;
  - (b) 25 "voided" samples of Full Fare Super Bus Pass (7 Day);
  - (c) 25 "voided" samples of Reduced Fare Super Bus Pass (7 Day);
  - (d) 25 "voided" samples of Senior Fare Super Bus Pass (7 Day).

#### **Artwork**

- E3.7 The Contract Administrator shall:
  - (a) Provide colour keys and artwork for all 52 weeks to the Contractor by May 4, 2010, in **Adobe Illustrator**:
  - (b) approve designs.
- E3.8 The Contractor shall:
  - (a) submit paper proofs and blueline proofs no later than May 25, 2010. (earlier submission will be accepted);
  - (b) manufacture and retain all printing plates 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**

- E3.9 New design/layout required for both front and back of passes.
- E3.10 The image on the front of each pass will change every four (4) weeks.
- E3.10.1 The foil letters will change going from A to Z, then aa to zz.
- E3.10.2 The dates will change in accordance with 2011 dates.
- E3.10.3 The foil week numbers will change going from:
  - (a) M-01 to M-52;
  - (b) F-01 to F-52;
  - (c) R-01 to R-52 and,
  - (d) S-01 to S-52.
- E3.11 The image on the reverse of each pass will be common for the 52 week period, **but** shall differ for each type of pass.
- E3.12 All text/graphics shall be of high resolution and clearly defined.
- E3.13 Color density shall be consistent throughout all shipments so as not to show visible differences.
- E3.14 Finish coat shall be clear coat varnish to seal and protect the colour.

#### Ink(s) and Foil

- E3.15 Front shall be four colour process and one U.V. fluorescent colour.
- E3.16 Reverse shall be black ink.

- E3.17 All colours shall be selected by the Transit Department Contract Administrator.
- E3.17.1 The Contractor shall ensure that colours shall be consistent throughout the year.
- E3.17.2 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.
- E3.18 As a security feature, foil shall be Silver Prismatic Laser High Resolution.
- E3.18.1 Foil shall have a clear coat varnish.
- E3.18.2 An alternate foil may considered, and shall be submitted in accordance with B5.

#### Stock

E3.19 Stock shall be 10 pt. CIS SBS.

#### **Binding and Finishing**

- E3.20 Passes shall be:
  - (a) fat trimmed size 2 1/4 " x 3 11/16";
  - (b) perforated vertically at 1/2" from left edge;
  - (c) gathered by 5 passes and securely stitch one flat wire in centre or stub.

#### **Packaging**

- E3.21 Weekly passes shall be banded in books of 20 with elastic bands and shrink-wrapped in bundles of 80 books.
- E3.22 Weekly passes shall be packed in sturdy cartons and labelled as to contents and number sequence.

## 2011 Weekly Pass Dates

01         A         January 3/11         January 9/11         January 7/11           02         B         January 10/11         January 16/11         January 14/11           03         C         January 17/11         January 23/11         January 21/11           04         D         January 24/11         January 30/11         January 28/11           05         E         January 31/11         February 6/11         February 4/11           06         F         February 7/11         February 13/11         February 11/11           07         G         February 14/11         February 20/11         February 18/11           08         H         February 21/11         February 27/11         February 25/11           09         I         February 28/11         March 6/11         March 4/11           10         J         March 7/11         March 13/11         March 11/11           11         K         March 14/11         March 20/11         March 18/11           12         L         March 21/11         March 27/11         March 25/11           13         M         March 28/11         April 10/11         April 11/11           14         N         April 4/11         April 17/11	Week <u>Number:</u>	<u>Letter</u>	Beginning Date <u>All Passes:</u>	Ending Date Super Passes:	Ending Date Weekday Passes:
05         E         January 31/11         February 6/11         February 4/11           06         F         February 7/11         February 13/11         February 11/11           07         G         February 14/11         February 20/11         February 18/11           08         H         February 21/11         February 27/11         February 25/11           09         I         February 28/11         March 6/11         March 4/11           10         J         March 7/11         March 13/11         March 11/11           11         K         March 14/11         March 20/11         March 18/11           12         L         March 21/11         March 27/11         March 25/11           13         M         March 28/11         April 3/11         April 1/11           14         N         April 4/11         April 10/11         April 8/11	02 03	B C	January 10/11 January 17/11	January 16/11 January 23/11	January 14/11 January 21/11
06         F         February 7/11         February 13/11         February 11/11           07         G         February 14/11         February 20/11         February 18/11           08         H         February 21/11         February 27/11         February 25/11           09         I         February 28/11         March 6/11         March 4/11           10         J         March 7/11         March 13/11         March 11/11           11         K         March 14/11         March 20/11         March 18/11           12         L         March 21/11         March 27/11         March 25/11           13         M         March 28/11         April 3/11         April 1/11           14         N         April 4/11         April 10/11         April 8/11				-	
08         H         February 21/11         February 27/11         February 25/11           09         I         February 28/11         March 6/11         March 4/11           10         J         March 7/11         March 13/11         March 11/11           11         K         March 14/11         March 20/11         March 18/11           12         L         March 21/11         March 27/11         March 25/11           13         M         March 28/11         April 3/11         April 1/11           14         N         April 4/11         April 10/11         April 8/11	06	F	February 7/11	February 13/11	February 11/11
09         I         February 28/11         March 6/11         March 4/11           10         J         March 7/11         March 13/11         March 11/11           11         K         March 14/11         March 20/11         March 18/11           12         L         March 21/11         March 27/11         March 25/11           13         M         March 28/11         April 3/11         April 1/11           14         N         April 4/11         April 10/11         April 8/11			_		
11     K     March 14/11     March 20/11     March 18/11       12     L     March 21/11     March 27/11     March 25/11       13     M     March 28/11     April 3/11     April 1/11       14     N     April 4/11     April 10/11     April 8/11					
12         L         March 21/11         March 27/11         March 25/11           13         M         March 28/11         April 3/11         April 1/11           14         N         April 4/11         April 10/11         April 8/11					
13 M March 28/11 April 3/11 April 1/11 14 N April 4/11 April 10/11 April 8/11					
14 N April 4/11 April 10/11 April 8/11					
. 15			April 4/11	-	-
	15	ō	April 11/11	April 17/11	April 15/11
16 P April 18/11 April 24/11 April 22/11				-	
17 Q April 25/11 May 1/11 April 29/11 18 R May 2/11 May 8/11 May 6/11			-		•
19 S May 9/11 May 15/11 May 13/11			-	-	
20 T May 16/11 May 22/11 May 20/11			_		
21 U May 23/11 May 29/11 May 27/11	21	U			
22 V May 30/11 June 5/11 June 3/11					
23 W June 6/11 June 12/11 June 10/11					
24 X June 13/11 June 19/11 June 17/11					
25 Y June 20/11 June 26/11 June 24/11 26 Z June 27/11 July 3/11 July 1/11					
26 Z June 27/11 July 3/11 July 1/11 27 aa July 4/11 July 10/11 July 8/11					
28 bb July 11/11 July 17/11 July 15/11		***			
29 cc July 18/11 July 24/11 July 22/11					
30 dd July 25/11 July 31/11 July 29/11					
31 ee August 1/11 August 7/11 August 5/11		ge	August 1/11	August 7/11	
32 ff August 8/11 August 14/11 August 12/11		ff	_		
33 gg August 15/11 August 21/11 August 19/11					
34 <u>hh</u> August 22/11 August 28/11 August 26/11 35 ii August 29/11 September 4/11 September 2/11					
35 ii August 29/11 September 4/11 September 2/11 36 jj September 5/11 September 11/11 September 9/11					•
37 kk September 12/11 September 18/11 September 16/11			-		•
38 II September 19/11 September 25/11 September 23/11			-		
39 mm September 26/11 October 2/11 September 30/11	39				
40 nn October 3/11 October 9/11 October 7/11		nn			
41 00 October 10/11 October 16/11 October 14/11					
42 pp October 17/11 October 23/11 October 21/11					
43 gg October 24/11 October 30/11 October 28/11 44 rr October 31/11 November 6/11 November 4/11					
44 gr October 31/11 November 6/11 November 4/11 45 gg November 7/11 November 13/11 November 11/11					

46 47 48 49 50	tt vv ww xx yy	November 14/11 November 21/11 November 28/11 December 5/11 December 12/11 December 19/11	November 20/11 November 2711 December 4/11 December 11/11 December 18/11 December 25/11	November 18/11 November 25/11 December 2/11 December 9/11 December 16/11 December 23/11
51	<del>22</del>	December 19/11	December 25/11	December 23/11
52	22	December 26/11	January 1/12	December 30/11

#### E4. MONTHLY PASSES (FORM B: ITEM NO. 5-9)

Monthly passes shall be required for a period of 12 months commencing January 2011.

- E4.1 Item 5 Full Fare Monthly Bus Passes:
  - (a) January 2011 to December 2011

31,000 passes per month;

- (b) total 372,000;
- (c) format shall be 3 3/16" x 2 1/4".
- (d) numbering/Lettering shall be:
  - (i) on front in area provided, in bold black ink;
  - (ii) 100% precise and guaranteed, sequential and in numerical order;
  - (iii) each month numbered consecutively from 00001-22,000 and E22001-E31000;
  - (iv) a foil letter, number and strip on each pass, going from F1 in January to F12 in December.
- E4.2 Item 6 Reduced Fare Monthly Bus Passes:

(a) January 2011 to December 2011

11,500 passes per month;

- (b) total 138.000:
- (c) format shall be 3 3/16" x 2 1/4".
- (d) numbering/Lettering shall be:
  - (i) on front in area provided, in bold black ink;
  - (ii) 100% precise and guaranteed, sequential and in numerical order;
  - (iii) each month numbered consecutively beginning with 00001;
  - (iv) a foil letter, number and strip on each pass, going from R1 in January to R12 in December.
- E4.3 Item 7 Senior Fare Monthly Bus Passes:
  - (a) January 2011 to December 2011

6,000 passes per month;

- (b) total 72,000;
- (c) format shall be 3 3/16" x 2 1/4".
- (d) numbering/Lettering shall be:
  - (i) on front in area provided, in bold black ink;
  - (ii) 100% precise and guaranteed, sequential and in numerical order;
  - (iii) each month numbered consecutively beginning with 00001;
  - (iv) a foil letter, number and strip on each pass, going from S1 in January to S12 in December.
- E4.4 Item 8 Post Secondary Monthly Bus Passes:

(a) January 2011 to May 2011 15,500 passes per month;

(b) June 2011 to August 2011 11,000 passes per month;

(c) September 2011 to December 2011 15,500 passes per month;

- (d) total 172,500;
- (e) format shall be 3 3/16" x 2 1/4".
- (f) numbering/Lettering shall be:
  - (i) on front in area provided, in bold black ink;
  - (ii) 100% precise and guaranteed, sequential and in numerical order;
  - (iii) each month numbered consecutively beginning with 00001;

- (iv) a foil letter, number and strip on each pass, going from P1 in January to P12 in December.
- E4.5 Item 9 Handi-Transit Monthly Bus Passes:
  - (a) January 2011 to December 2011 750 passes per month;
  - (b) total 9,000;
  - (c) format shall be 3 3/16" x 2 1/4".
  - (d) numbering/Lettering shall be:
    - (i) on front in area provided, in bold black ink;
    - (ii) 100% precise and guaranteed, sequential and in numerical order;
    - (iii) passes each month shall be numbered consecutively beginning with 001-650 and E651-E750;
    - (iv) a foil number one each pass going from 1 in January to 12 in December.

#### PRINTING (MONTHLY PASSES)

#### **Voided Samples**

- E4.6 Voided samples shall be required for Monthly Transit Bus Passes and shall accompany delivery.
- E4.7 The Contractor shall supply voided samples for each month, and the method of voiding shall be confirmed with the Contract Administrator:
  - (a) 25 "voided" samples of Full Fare Monthly Bus Passes;
  - (b) 25 "voided" samples of Reduced Fare Monthly Bus Passes;
  - (c) 25 "voided" samples of Post Secondary Monthly Bus Passes;
  - (d) 25 "voided" samples of Senior Monthly Bus Passes;
  - (e) 25 "voided" samples of Handi-Transit Monthly Bus Passes.

#### **Artwork**

- E4.8 The Contract Administrator shall:
  - (a) provide colour keys and artwork for all 12 months to the Contractor by May 4, 2010 in Adobe Illustrator;
  - (b) approve designs.
- E4.9 The Contractor shall:
  - (a) submit paper proofs and blueline proofs to the Contract Administrator prior to printing no later than May 26, 2010 (earlier submission will be accepted);
  - (b) manufacture and retain all printing plates 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**

- E4.10 New design/layout required for both front and back of passes:
  - (a) the picture and text on the front of each pass shall change monthly but shall remain constant for the four types of passes;
  - (b) the picture and text on the front of the January pass will be the same on all four types of January passes but will differ from the picture on all four types of February passes;

- (c) the Image on the reverse of each pass shall be common for all 12 months, but shall differ for each type of pass;
- (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;
- (f) finish coat shall be clear coat varnish to seal and protect the colour.

#### Ink(s) and Foil

#### E4.11 For Items 5-9, Ink and foil shall be:

- (a) front shall be four colour process and one U.V. fluorescent colour;
- (b) reverse shall be black ink;
- (c) 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;
- (d) as a security feature, foil shall be Silver Prismatic Laser High Resolution:
  - (i) foil shall have a clear coat varnish;
  - (ii) an alternate foil may considered, and shall be submitted in accordance with B5.
- (e) All colours shall be selected by the Transit Department's Contract Administrator;
- (f) The Contractor shall ensure that colours shall be consistent throughout the year.

#### Stock

E4.12 Stock shall be 10 pt. CIS SBS.

#### **Binding and Finishing**

E4.13 Shall be flat trimmed size shall be 3 3/16" x 2 1/4"

#### **PACKAGING**

#### E4.14 Packaging for Items No. 5-9:

- (a) monthly passes, item 5-9, shall be banded in 100's with elastic bands and shrink-wrapped in bundles of 500:
- (b) monthly passes shall be packed in sturdy cartons and labelled as to contents and number sequence.

















