

THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 941-2011

SUPPLY AND DELIVERY OF DATED BILINGUAL TRANSIT BUS TRANSFERS

TABLE OF CONTENTS

Form A: Bid Form B: Prices	1 3
PART B - BIDDING PROCEDURES	
 B1. Contract Title B2. Submission Deadline B3. Enquiries B4. Addenda B5. Substitutes B6. Bid Submission B7. Bid B8. Prices B9. Qualification B10. Opening of Bids and Release of Information B11. Irrevocable Bid B12. Withdrawal of Bids B13. Evaluation of Bids B14. Award of Contract 	1 1 1 2 2 3 4 4 5 5 5 5 6 6
PART C - GENERAL CONDITIONS	
C0. General Conditions	1
PART D - SUPPLEMENTAL CONDITIONS	
General D1. General Conditions D2. Scope of Work D3. Contract Administrator D4. Notices	1 1 1 1
Submissions D5. Authority to Carry on Business	1
Contractors Schedule For Security D6. Contractors Security Over The Work	2
Schedule of Work D7. Commencement D8. Delivery D9. Orders D10. Records	2 2 3 3
Measurement and Payment D11. Invoices D12. Payment	3 4
Warranty D13. Warranty	4
PART E - SPECIFICATIONS	
General E1. Applicable Specifications E2. Goods	1

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

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

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, February 14, 2012.
- 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 <u>http://www.winnipeg.ca/matmgt/bidopp.asp</u>
- 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/matmgt/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 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 Division website 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 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

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Supply of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.
- C0.1.1 The General Conditions for the Supply of Goods are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <u>http://www.winnipeg.ca/matmgt/gen_cond.stm</u>
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix "**C**" designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of of supply and delivery of dated bilingual transit bus transfers for the period from March 1, 2012 until February 28, 2013 with the option of one (1) mutually agreed upon one (1) year extension.
- D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.
- D2.1.2 Changes resulting from such negotiations shall become effective on March 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.
- D2.2 The Work shall be done on a "scheduled" basis during the term of the Contract.
- 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:

Lou Gervino Superintendent of Garry Street Transit Service Centre 65 Garry Street, Winnipeg, Manitoba R3C 4K4

Telephone No.: (204) 986-5242

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 facsimile number:

The City of Winnipeg Chief Financial Officer 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.

CONTRACTORS SCHEDULE FOR SECURITY

D6. CONTRACTORS SECURITY OVER THE WORK

- D6.1 The Winnipeg Transit Department is concerned over the growing potential for counterfeiting/illegal reproduction of Transit Bus Transfers.
- D6.2 All materials associated with the City of Winnipeg Bilingual Transit Bus Transfers 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 Transfers 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 shall be done in such a fashion that all transfers are printed, numbered, packaged and accounted for under supervision.
- D6.6 Material shall be moved, from one location to another in the plant, 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. Upon completion, all Goods shall be placed in a secured area until delivery is made to Garry Street Transit Service centre.
- D6.8 All overruns, samples or surplus stock associated with the production of the transfers shall be accounted for and stored in a secured area, at the Contractor's plant, with limited accessibility, and shall;
- D6.8.1 Remain at the Contractor's Plant until the Contract Administrator has instructed the Contractor as to its disposition.
- D6.9 All waste shall be accounted for and stored in a secured area, until the Contract Administrator has authorized the waste to be destroyed under supervision by burning or shredding

SCHEDULE OF WORK

D7. COMMENCEMENT

- D7.1 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.
- D7.2 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;
 - (ii) evidence of the workers compensation coverage specified in C6.16.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D8. DELIVERY

- D8.1 Delivery shall be by a bonded company or accompanied by a bonded employee. **Goods to be** received shall be delivered by a 3 ton truck with a rear lift.
- D8.1.1 The Contractor shall supply a signed statement to accompany each separate delivery, and addressed to the Contract Administrator.
 - (i) The statement shall indicate if overruns, samples or surplus stock exists,
 - (ii) If overruns, samples or surplus stock exist they shall be treated in accordance with D10.4.

D8.2 Goods shall be delivered f.o.b. destination, freight prepaid to:

Garry Street Transit Service Centre 65 Garry Street Winnipeg, Manitoba R3C 4K4

- D8.3 Delivery dates shall be in accordance with the following:
 - a) First production cycle delivery date: September 7, 2012;
 - b) Second production cycle delivery date; March 8, 2013;
 - (i) April 30, 2013. The second production cycle shall be determined (IF REQUIRED) in accordance with Form B. Any order for a second production cycle would be placed by the Contract Administrator by January 15, 2013 and must be delivered by April 30, 2013 in accordance with D.8.
- D8.3.1 Alternate production delivery date may be considered by the Contract Administrator if required.
- D8.4 The Contractor shall confirm each scheduled delivery with the User at least two (2) Business Days before delivery.
- D8.5 Goods shall be delivered between 8:00 a.m. and noon, and 1:00 p.m. and 3:00 p.m. on Business Days.
- D8.6 The Contractor shall be solely responsible for off-load of the goods, as directed at the delivery location.
- D8.7 The truck being used for delivery must be capable of backing up into the loading dock at the Garry Street Transit Service Centre. 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 three ton truck, and shall be equipped with a hydraulic-tail lift in proper working order.

D9. ORDERS

D9.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

D10. RECORDS

- D10.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D10.2 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.
- D10.3 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

D11. INVOICES

D11.1 Further to C10, the Contractor shall submit an invoice for each order delivered to:

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

Facsimile No.: (204) 949-0864 Email: <u>CityWpgAP@winnipeg.ca</u>

- D11.2 Invoices must clearly indicate, as a minimum:
 - (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of goods delivered;
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Contractor's GST registration number.
- D11.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D11.4 Bids Submissions must be submitted to the address in B6.5

D12. PAYMENT

- D12.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D12.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D13. WARRANTY

D13.1 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.
- E1.3 A Sample of proposed 2013 Bilingual Transit Bus Transfers is available by contacting the Contract Administrator.
 - (a) The sample is a representative sample and not 100% precise
 - (b) Goods supplied shall meet or exceed the quality of the current City sample
- E1.4 Goods supplied shall be required to support Adobe Illustrator to facilitate the Work.
- E1.5 The first priority contact person for the Contract period shall be the Contract Administrator. In his absence you may contact Sunil Sharma.:
 - (a) Lou Gervino (204) 986-5242, Contract Administrator, Superintendent of Garry Street Transit Service Centre.
 - (b) Sunil Sharma (204) 986-4346, Revenue Officer, Garry Street Transit Service Centre.

E2. GOODS

- E2.1 The Contractor shall supply dated bilingual transit bus transfers in accordance with the requirements hereinafter specified.
- E2.2 Prior to printing an entire production cycle of transfers, a one day printing production of the first day of each cycle must be submitted to the Contract Administrator for quality inspection and approval. Alternative quality assurance options may be accepted at the discretion of the Contract Administrator.
- E2.3 A second production run for bus transfers dated July 1 to December 31, 2013 may be required. If required the Contractor would be notified by the Contract Administrator by January 15, 2013. These transfers must be delivered to 65 Garry by no later than April 26, 2014

DAILY QUANTITIES OF TRANSFERS REQUIRED FOR 2013 TOTAL TRANSFERS FOR 2013 – 37,376,000

Weekdays@ 128,000/day = 250 days @ 128,000/day = 32,000,000 Transfers

January - 2-4,7-11,14-18,21-25,28-31	February - 1,4-8,11-15,19-22,25-28
March – 1,4-8,11-15,18-22,25-28	April – 1-5,8-12,15-19,22-26,29-30
May – 1-3,6-10,13-17,21-24,27-31	June – 3-7,10-14,17-21,24-28
July – 2-5,8-12,15-19,22-26,29-31	August – 1-2,6-9,12-16,19-23,26-30
September - 3-6,9-13,16-20,23-27,30	October – 1-4,7-11,15-18,21-25,28-31
November - 1,4-8,12-15,18-22,25-29	December - 2-6,9-13,16-20,23-24,27,30-31

Saturdays @ 64,000/day = 52 days @ 64,000/day = 3,328,000 Transfers

January – 5,12,19,26 March – 2,9,16,23,30 May – 4,11,18,25 July – 6,13,20,27 February - 2,9,16,23 April - 6,13,20,27 June - 1,8,15,22,29 August - 3,10,17,24,31 September - 7,14,21,28 November - 2,9,16,23,30 October - 5,12,19,26 December - 7,14,21,28

Sundays @ 32,000/day = 52 days @ 32,000/day = 1,664,000 Transfers

January – 6,13,20,27 March - 3,10,17,24,31 May - 5,12,19,26 July – 7,14,21,28 September - 1,8,15,22,29 November - 3,10,17,24

February - 3,10,17,24 April - 7,14,21,28 June - 2,9,16,23,30 August – 4,11,18,25 October - 6,13,20,27 December - 1,8,15,22,29

Holidays @ 32,000/day = 10 days @ 32,000/day = 320,000 Transfers

January 1 February 18 March 29 May 20 July 1 August 5 September 2 October 14 November 11 December 25

Boxing Day Holiday @ 64,000/day = 1 day @ 64,000 = 64,000 Transfers

December 26 PRODUCTION RUN 1 – JANUARY 1 – JUNE 30, 2013 = 18,624,000

Weekdays@ 128,000/day = 125 days @ 128,000/day = 16,000,000 Transfers

January - 2-4,7-11,14-18,21-25,28-31 February - 1,4-8,11-15,19-22,25-28 March - 1,4-8,11-15,18-22,25-28 May - 1-3,6-10,13-17,21-24,27-31

April - 1-5,8-12,15-19,22-26,29-30 June - 3-7,10-14,17-21,24-28

Saturdays @ 64,000/day = 26 days @ 64,000/day = 1,664,000 Transfers

January - 5,12,19,26 March - 2,9,16,23,30 May - 4,11,18,25

February – 2,9,16,23 April – 6,13,20,27 June - 1,8,15,22,29

Sundays @ 32,000/day = 26 days @ 32,000/day = 832,000 Transfers

January - 6,13,20,27 March - 3,10,17,24,31 May - 5,12,19,26

February - 3,10,17,24 April - 7,14,21,28 June - 2,9,16,23,30

Holidays @ 32,000/day = 4 days @ 32,000/day = 128,000 Transfers

January 1 February 18 March 29 May 20

Specifications Page 2 of 4

<u>PRODUCTION RUN 2 – JULY 1 – DECEMBER 31, 2013 = 18,752,000 (IF REQUIRED)</u>

Weekdays@ 128,000/day = 125 days @ 128,000/day = 16,000,000 Transfers

July – 2-5,8-12,15-19,22-26,29-31 September – 3-6,9-13,16-20,23-27,30 November – 1,4-8,12-15,18-22,25-29 December – 2-6,9-13,16-20,23-24,27,30-31

Saturdays @ 64,000/day = 26 days @ 64,000/day = 1,664,000 Transfers

July - 6,13,20,27 September - 7,14,21,28 November - 2,9,16,23,30 August - 3,10,17,24,31 October - 5,12,19,26 December - 7,14,21,28

Sundays @ 32,000/day = 26 days @ 32,000/day = 832,000 Transfers

July – 7,14,21,28	August – 4,11,18,25
September – 1,8,15,22,29	October – 6,13,20,27
November – 3,10,17,24	December – 1,8,15,22,29

Holidays @ 32,000/day = 6 days @ 32,000/day = 192,000 Transfers

July 1 August 5 September 2 October 14 November 11 December 25

Boxing Day Holiday @ 64,000/day = 1 day @ 64,000 = 64,000 Transfers

December 26

E5. PRINTING

E5.1 Artwork

- (a) The Contract Administrator shall:
 - (i) Provide colour specifications and artwork to the Contractor by May 4, 2012; (in Adobe Illustrator. The Contractor shall have permission from the Contract Administrator for any other electronic format submitted.
- (b) Approve designs.
- (c) Make negatives available to the Contractor for further printing, pursuant to E5.2(b).
- E5.2 The Contractor shall:
 - (a) Submit paper proofs and blueline proofs to the Contract Administrator prior to printing, no later than May 31, 2012. Earlier submission will be accepted. After the Contract Administrator has approved the paper and blueline proof, the Contractor will produce an entire one day production run (i.e. Jan. 1) for the Contract Administrator to review and approve prior to a full production cycle beginning..
 - (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.
- E5.3 Graphics/Text
 - (a) Front shall be different all lots;
 - (b) Reverse shall be different from front and shall be same all lots

(c) Color density shall be consistent throughout all shipments so as not to show visible differences.

E5.4 Ink(s)

(a) One colour two sides each lot, no bleeds;

(b) PMS Ink(s): Pantone Green 375 uncoated

- (c) The Contractor shall ensure colours are consistent throughout the year;
- (d) Colour shall be selected and approved by the Transit Department Contract Administrator.

E5.5 Stock

- (a) 30 lb. Standard Newsprint WhiteMill: Avenor (formerly Great Lakes Paper)
- (b) Alternate stock shall be considered, and shall be submitted in accordance with B5.
- E5.6 Binding and Finishing
 - (a) Flat trimmed size shall be 1 ³/₄" x 7";
 - (b) Shall be padded in 50's at top with padding compound;
 - (c) Copy shall register form-to-form in within each pad.

E6. PACKAGING

- E6.1 Transfers shall be packed in cardboard cartons in either of the ways indicated:
 - (a) Weekdays: 8 equal cartons of 16,000 transfers each date
 - (b) Saturdays and Boxing Day: 4 equal cartons of 16,000 each date
 - (c) Sundays and Holidays: 2 equal cartons of 16,000 each date
- E6.2 Special attention shall be given when packaging, to ensure no dates are mixed within the same carton:
 - (a) Each date shall be packaged individually in cartons and each carton clearly identified as to date and quantity;
 - (b) In the event that transfers are not packaged properly, it shall be the Contractor's responsibility to arrange for pick-up, re-check and re-package.
 - (c) This shall be done expeditiously to ensure transfer issuance is not interrupted.
- E6.3 Containers and sealing material shall be of sufficient strength to withstand shipping and handling as well as to provide adequate security.