



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 533-2017**

**THE SUPPLY AND DELIVERY OF BUS OPERATOR SHIELDS**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 THE SUPPLY AND DELIVERY OF BUS OPERATOR SHIELDS

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon. Winnipeg time, August 2, 2017.

B2.2 Proposals 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 Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent 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 Proponent is unsure of the meaning or intent of any provision therein, the Proponent 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 Request for Proposal will be provided by the Contract Administrator to all Proponents 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 Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B4. CONFIDENTIALITY**

B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

B4.1.1 was known to the Proponent before receipt hereof; or

B4.1.2 becomes publicly known other than through the Proponent; or

B4.1.3 is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

### **B5. ADDENDA**

B5.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B6. SUBSTITUTES**
- B6.1 The Work is based on the materials, equipment, methods and products specified in the Request for Proposal.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B6.4 The Proponent shall ensure that any and all requests for approval of a substitute:
- B6.4.1 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;
- B6.4.2 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;
- B6.4.3 identify any anticipated cost or time savings that may be associated with the substitute;
- B6.4.4 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;
- B6.4.5 certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.

- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B17.
- B6.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B7. PROPOSAL SUBMISSION**

- B7.1 The Proposal shall consist of the following components:
- B7.1.1 Form A: Proposal in accordance with B8;
  - B7.1.2 Form B: Prices in accordance with B9.
- B7.2 Further to B7.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.3 Proponents should submit one (1) unbound 8.5” x 11” original (marked “original”) including drawings and six (6) copies (copies can be in any size format) for sections identified in B7.1.
- B7.4 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B7.5 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B17.1a.
- B7.6 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B7.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.8 Proposals shall be submitted to:  
The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B7.9 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

## **B8. PROPOSAL (SECTION A)**

- B8.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- B8.2.1 if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
  - B8.2.2 if the Proponent is a partnership, the full name of the partnership shall be inserted;
  - B8.2.3 if the Proponent is a corporation, the full name of the corporation shall be inserted;

- B8.2.4 if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.5 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- B8.4.1 if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
- B8.4.2 if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- B8.4.3 if the Proponent 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;
- B8.4.4 if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.5 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B8.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

## **B9. PRICES**

- B9.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 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.
- B9.1.2 Prices on Form B: Prices shall not include Environmental Handling Charges (EHC) or fees, which shall be extra where applicable.
- B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B9.3 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.

## **B10. DISCLOSURE**

- B10.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

- B10.2 The Persons are:
- (a) ArowGuard
  - (b) Bentech Inc.
  - (c) TCB (New Flyer)
  - (d) Laird Plastics

## **B11. QUALIFICATION**

- B11.1 The Proponent shall:
- B11.1.1 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 Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
  - B11.1.2 be financially capable of carrying out the terms of the Contract; and
  - B11.1.3 have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B11.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- B11.2.1 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>
- B11.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- B11.3.1 have successfully carried out work similar in nature, scope and value to the Work; and
  - B11.3.2 be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
  - B11.3.3 have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
  - B11.3.4 Bidders will be required to attend and demonstrate compatibility with Winnipeg Transit's buses within five (5) Business days of a request from the Contract Administrator.
- B11.4 The Proponent 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 Proponent and of any proposed Subcontractor.
- B11.5 The Proponent must have installed three thousand (3000) bus operator shields in New Flyer buses within North America. Proponent must provide three (3) references for previous bus operator shield installations.
- B11.6 The only contact the Bidder will have during the trial period is with the Contract Administrator. Should any contact transpire with any Winnipeg Transit members performing the trial of the bus operator shield, the City may determine them to be in breach and they may be disqualified.

## **B12. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

- B12.1 Proposals will not be opened publicly.
- B12.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent 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/>

B12.3 The Proponent is advised that any information contained in any Proposal Submissions may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

**B13. IRREVOCABLE OFFER**

B13.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B13.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work for the time period specified in Paragraph 10 of Form A: Proposal.

**B14. WITHDRAWAL OF OFFERS**

B14.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B14.1.1 Notwithstanding C21, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B14.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B14.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B14.1.3(b), declare the Proposal withdrawn.

B14.2 A Proponent who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B13.2 shall be liable for such damages as are imposed upon the Proponent 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.

**B15. INTERVIEWS**

B15.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

**B16. NEGOTIATIONS**

B16.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B16.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B16.3 If, in the course of negotiations pursuant to B16.2 or otherwise, the Proponent amends or

modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

## **B17. EVALUATION OF PROPOSALS**

B17.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B11: (pass/fail)
- (c) Results from the testing and trial period including:
  - (i) Bus Operator Survey (See Appendix A) (50%)
  - (ii) Maintenance Survey (See Appendix B) (10%)
- (d) Total Bid Price; (40%)

B17.1.2 Further to B17.1.(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal 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 Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B17.1.3 Further to B17.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted that he/she is responsible and qualified.

B17.1.4 Further to B17.1(c), the trial will be approximately (6) months in the field environment to confirm that the device performs as indicated in E2.

B17.1.5 Further to B17.1(c), determination of suitability will include testing by the Winnipeg Transit department; demonstration of the product's capabilities by the Proponent; and in-field usage and survey evaluation of the product.

B17.1.6 Further to B17.1(c)(i) and B17.1(c)(ii), the Bus Operator and Maintenance survey questionnaires provided will be identical for each device. Copies of the questionnaires are located in Appendix A and B.

B17.2 Further to B17.1(d), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B17.3 This Contract will be awarded as a whole in Phase 2.

## **B18. AWARD OF CONTRACT**

B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B18.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.

B18.2.1 Without limiting the generality of B18.2, 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 Proposal 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.

- B18.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer, in accordance with B17.
- B18.4 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B18.5 The City will award this Contract in Phases.
- B18.6 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City will issue a purchase order to the successful Proponent in lieu of the execution of a Contract.

## **PART C - GENERAL CONDITIONS**

### **C1 GENERAL CONDITIONS**

- C1.1 The *General Conditions for the Supply of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.
- C1.1.1 The *General Conditions for the Supply of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C1.2 A reference in the proposal 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.

D1.1 In addition to the *General Conditions*, 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 two (2) phases as follows:

- (a) **Phase One** shall be the trial and testing of the bus operator shield in the field environment to determine suitability for use by the City of Winnipeg, shall include installation by the Proponent.
- (b) **Phase Two** shall consist of supply and delivery of bus operator shields deemed to be most suitable by the City of Winnipeg based upon the requirements in B17. Installation of the shields will be completed by Winnipeg Transit. Pricing submitted must be based on pricing after the 6 month trial.

D2.2 The Work done under Phase 2 of the Contract shall consist of supply and delivery of bus operator shields for the period from the date of award until August 31, 2019, with the option of five (5) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) 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 September 1<sup>st</sup> of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.2.1 The result from this Contract may become the City standard for Bus Operator Shields.

D2.3 The Work shall be done on an "as required" basis during the term of the Contract.

D2.3.1 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.

D2.3.2 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.4 Notwithstanding D2, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

#### D3. COOPERATIVE PURCHASE

D3.1 The Contractor is advised that this is a cooperative purchase.

D3.2 The Contract Administrator may, from time to time during the term of the Contract, may approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.

- D3.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of The City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.
- D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- D3.6.1 supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
- D3.6.2 a participant may specify a duration of Contract shorter than the duration of this Contract;
- D3.6.3 a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
- D3.6.4 any additional delivery charge identified and accepted in accordance with clause D3.4 and D3.5 will apply.
- D3.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.
- D3.8 No participant shall have the right or authority to effect a change in the contract, or of any other Participant in this Contract.

#### **D4. DEFINITIONS**

D4.1 When used in this Request for Proposal:

D4.1.1 “**Proponent**” means any Person or Persons submitting a Proposal for Goods;

#### **D5. CONTRACT ADMINISTRATOR**

D5.1 The Contract Administrator is:

Ron Martin, SCMP.

Inventory Coordinator, Transit Stores

Telephone No.: 204 986-6864

Email Address: ronmartin@winnipeg.ca

#### **D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

- D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- D6.3.1 information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- D6.3.2 the Contract, all deliverables produced or developed; and
- D6.3.3 any statement of fact or opinion regarding any aspect of the Contract.
- D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

## **D7. NOTICES**

D7.1 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

D7.2 **Bid Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B7.**

## **SUBMISSIONS**

### **D8. AUTHORITY TO CARRY ON BUSINESS**

D8.1 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.

## **SCHEDULE OF WORK**

### **D9. COMMENCEMENT**

D9.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D9.2 The Contractor shall not commence any Work until:

D9.2.1 the Contract Administrator has confirmed receipt and approval of:

- (i) evidence of authority to carry on business specified in D8;
- (ii) evidence of the workers compensation coverage specified in C6.16;

D9.2.2 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 Goods shall be delivered within fifteen (15) Calendar Day(s) of the placing of an order, f.o.b. destination, freight prepaid to:

Winnipeg Transit Stores  
421 Osborne Street  
Winnipeg, Mb, R3L 2A2

D10.2 Initial start-up delivery shall be forty-two (42) Calendar days from the date of award.

D10.3 After the initial start-up delivery stated in D10.2, Goods shall be delivered in accordance with D10.1.

D10.4 Goods shall be delivered between 7:30 a.m. and 2:00 p.m. on Business Days.

D10.5 The Contractor shall off-load 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.

D11.2 The City of Winnipeg anticipates that there will be a minimum order quantity of fifty (50) bus operator shields.

## **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:

D12.2.1 user name(s) and addresses;

D12.2.2 order date(s);

D12.2.3 delivery date(s); and

D12.2.4 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 a request of the Contract Administrator.

## **D13. LIQUIDATED DAMAGES**

D13.1 If the Contractor fails to achieve delivery of the goods within the time specified in D10.1 Delivery the Contractor shall pay the City seventy-three dollars (\$73.00) per Working Day for each and every bus per Working Day due to parts shortage until the goods have been delivered.

D13.2 The amount specified for liquidated damages in D13.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Delivery by the day fixed herein for same.

D13.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **MEASUREMENT AND PAYMENT**

### **D14. INVOICES**

D14.1 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](mailto:CityWpgAP@winnipeg.ca)

D14.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of goods delivered;
- (e) the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts; and
- (f) the Contractor's GST registration number.

D14.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D14.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B7.**

**D15. PAYMENT**

- D15.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D15.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**D16. PURCHASING CARD**

- D16.1 The Contractor shall allow Users to charge items to their purchasing cards at no extra cost.
- D16.2 The Contractor's credit card website/gateway shall have appropriate current Payment Card Industry Data Security standards (PCI DSS) certification, (<https://www.pcisecuritystandards.org/index.shtml> ). The credit card gateway shall meet the credit card data security requirements outlined by the Payment Card Industry Security Standards Council (PCI SSC) for service providers and/or software vendors.

**D17. WARRANTY**

- D17.1 Further to C11, if a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS**

- E1.1 These Specifications shall apply to the Work.
- E1.2 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

#### **E2. GOODS**

- E2.1 The Contractor shall supply and deliver bus operator shields in accordance with the requirements hereinafter specified.
- E2.2 Item No. 1 – Shield must be of a rattle-free construction and fit around existing structure on bus. It must allow for an unobstructed sightline to the bus operator's mirrors.
- (a) Shield glass must be impact and scratch resistant. Antiglare and antifog coating must meet industry standards (ANSI/SAE Z 26.1-2007). Shield glass must not fade or discolor from exposure to UV and cleaning products.
  - (b) Shield must be customizable. Shield must allow for wheelchair accessibility.
  - (c) Shield must allow for temperature control in the bus operator's compartment. Shield must be intruder resistant. Shield must provide for unhindered communication between bus operator and passengers.
  - (d) Shield must meet Winnipeg Transit's Plant and Equipment maintenance requirements for durability, longevity and serviceability.
  - (e) Shield must provide operator with ample room to allow for unobstructed operation of bus.
  - (f) Shield must be installed for testing by Dec 15, 2017. Testing trial will be approximately 6 months in length.

## PART F- APPENDIX A- BUS OPERATOR SURVEY

### Bus Operator Shield Trial Survey

1. Which shield did you test?

A  B  C

2. How would you rate your overall impression of this shield?

Very Positive	Positive	Neutral	Negative	Very Negative
<input type="text"/>				

3. Based on your driving experience with this shield design, please check off the appropriate box:

a) The shield provided me with a sense of safety while operating.

Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
<input type="text"/>				

b) The shield did not interfere with entering or exiting the operator compartment.

Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
<input type="text"/>				

c) The shield was easy to operate.

Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
<input type="text"/>				

d) I was able to operate the bus just as efficient with the shield, as without.

Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
<input type="text"/>				

e) My sight lines were not obstructed by the shield.

Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
<input type="checkbox"/>				

f) The shield did not prevent me from hearing, and speaking with my passengers.

Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
<input type="checkbox"/>				

g) I felt physically comfortable inside the driver's compartment with the shield in place?

Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
<input type="checkbox"/>				

h) The shield did not cause any glare or reflection while operating.

Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
<input type="checkbox"/>				

***Thank you for filling out this survey. Your feedback makes a difference!***

## PART G- APPENDIX B- MAINTENANCE SURVEY

### Maintenance Shield Trial Survey

1. Have you had to perform any maintenance work on and/or driven any of the buses with the trial shields?

Yes       No

2. If yes to Question 1 above, how would you rate your overall impression of the shields?

	Very Positive	Positive	Neutral	Negative	Very Negative	Did not test shield
Shield 1						
Shield 2						
Shield 3						

3. Based on your driving experience with the various shield designs, please check off the correct box:

a) The trial shield did not interfere with maintenance work that I was required to do.

	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Did not test shield
Shield 1						
Shield 2						
Shield 3						

b) The shield did not interfere with entering or exiting the operator compartment.

	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Did not test shield
Shield 1						
Shield 2						
Shield 3						

c) The shield was easy to operate.

	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Did not test shield
Shield 1						
Shield 2						
Shield 3						

d) I was able to drive the bus just as efficient with the shield, as without.

	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Did not test shield
Shield 1						
Shield 2						
Shield 3						

e) My sight lines were not obstructed by the shield.

	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Did not test shield
Shield 1						
Shield 2						
Shield 3						

f) The shield did not prevent me from servicing the vehicle in a timely manner.

	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Did not test shield
Shield 1						
Shield 2						
Shield 3						

g) I felt physically comfortable inside the driver's compartment with the shield in place.

	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Did not test shield

Shield 1						
Shield 2						
Shield 3						

h) The surface of the shield was easy to clean and the hardware is well designed.

	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Did not test shield
Shield 1						
Shield 2						
Shield 3						

5. How long have you worked within the Transit Maintenance Department?

0-2 years    
  2-5 years    
  6-10 years    
  10+ years

*Thank you for filling out the survey. Your feedback is important!*