

THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 5-2005

SUPPLY AND DELIVERY OF DATED BILINGUAL TRANSIT BUS TRANSFERS

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PART B - BIDDING PROCEDURES

B1. PROJECT 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, May 24, 2005.
- B2.2 Bid Submissions determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

- B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.
- B3.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.
- B3.3 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.
- B3.4 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.
- B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. ADDENDA

- B4.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B4.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B4.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at http://www.winnipeg.ca/matmgt.
- B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda shortly before submitting his Bid.
- 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 six (6) 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, and shall include:
 - (i) sufficient unprinted and/or printed samples, of the proposed alternative or equivalent, so that the Contract Administrator may determine suitability;
 - (ii) the brand name;
 - (iii) the weight;
 - (iv) the name of the Mill manufacturing the product; and
 - (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 at 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 shall base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B13.

B5.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B6. BID SUBMISSION

- B6.1 The Bid Submission consists of the following components:
 - (a) Form A: Bid;
 - (b) Form B: Prices;
 - (c) Form A: Bid should Indicate if submission is for an "approved alternative" or an "approved equal", in accordance with B5.
- B6.2 All components of the Bid Submission 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 in ink, to constitute a responsive Bid.
- B6.3 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.4 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

- B6.4.1 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.
- B6.5 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178
- B6.5.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.6 Bid Submissions submitted by internet electronic mail (e-mail) will not be accepted.

B7. BID

- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
 - (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted:
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B7.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
 - (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder:
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B7.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.
- B7.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.
- B7.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid Submission 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:
- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;
- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work;
- (f) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba);
- B9.2 The Bidder shall be prepared to 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.
- B9.3 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.
- B9.4 Notwithstanding General Conditions GC.5.02(4), no work except the supply of raw materials may be contracted out, without the written consent of the Contract Administrator.
- B9.4.1 If the Contractor is granted permission to employ Subcontractors, they shall:
 - (i) be responsible and not suspended, debarred or in default of any obligation 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 internet site at http://www.winnipeg.ca/matmgt); and
 - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;

B10. OPENING OF BIDS AND RELEASE OF INFORMATION

- B10.1 Bid Submissions will not be opened publicly.
- B10.2 Within two (2) Business Days following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available in Adobe Acrobat (pdf) format on the Closed Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at http://www.winnipeg.ca/matmgt
- B10.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at http://www.winnipeg.ca/matmgt
- B10.4 The Bidder is advised that any information contained in any Bid Submission may be released if required by City policy or procedures, or by other authorities having jurisdiction.

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.

pass/fail;

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B11.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B12. WITHDRAWAL OF BIDS

- B12.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B12.1.1 Notwithstanding GC.7.05(2), the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B12.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B12.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:
 - (a) retain the Bid Submission until after the Submission Deadline has elapsed;
 - (b) open the Bid Submission 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 Award Authority 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
 - (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 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 Submission or in other information required to be submitted, that he is responsible and qualified.
- B13.4 Further to B13.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B13.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.

B13.5 This Contract will be awarded as a whole.

B14. AWARD OF CONTRACT

- B14.1 The Award Authority will give notice of the award of the Contract or will give notice that no award will be made.
- B14.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B14.2.1 Without limiting the generality of B14.2, the City will have no obligation to award a Contract where:
 - (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Bid is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B14.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.
- B14.4 Notwithstanding GC.3.01 and GC.3.02, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B14.5 The Contract Documents, as defined in GC.1.01(7), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

- C1.1 The *General Conditions for the Supply and Delivery of Goods* (Form 21: 88 03) are applicable to the Work of the Contract.
- C1.1.1 The General Conditions for the Supply and Delivery of Goods are available in Adobe Acrobat (.pdf) format on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at http://www.winnipeg.ca/matmgt

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for the Supply and Delivery of Goods*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of the Supply and Delivery of Dated Bilingual Transit Bus Transfers for the calendar year 2006.
- D2.2 The City reserves the right to increase quantities, in accordance with GC 4.05, and such increases shall be at the price Bid on the Form B.
- D2.3 Sample of proposed 2006 Bilingual Transit Bus Transfers is attached as **Sample page 1.**
- D2.3.1 Sample is not 100 percent precise.
- D2.3.2 Goods supplied shall meet or exceed the quality of the current City sample.

D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
 - (a) "Business Day" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
 - (b) "Submission Deadline" and "Time and Date Set for the Final Receipt of Bids" mean the time and date set out in the Bidding Procedures for final receipt of Bids;
 - (c) "User" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Ed Yorski

Revenue Officer

Transit Department, Finance and Administration Division

65 Garry Street Winnipeg, Manitoba R3C 4K4

Telephone No. (204) 986-4346 Facsimile No. (204) 986-6967

D5. NOTICES

- D5.1 GC.7.05 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".
- D5.2 GC.7.05 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.
- D5.3 Further to GC.7.05, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.4, D5.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.
- D5.4 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

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

Facsimile No.: (204) 949-1174

D5.5 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

The City of Winnipeg Corporate Services Department Legal Services Division 185 King Street, 3rd Floor Winnipeg MB R3B 1J1

Facsimile No.: (204) 947-9155

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

D6.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D7. SECURITY

- D7.1 The Winnipeg Transit Department is concerned over the growing potential for counterfeiting/illegal reproduction of Transit Bus Transfers.
- D7.2 All materials associated with the City of Winnipeg Bilingual Transit Bus Transfers shall be the property of the City of Winnipeg.
- D7.3 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.
- D7.4 No materials shall be destroyed unless approved by the Contract Administrator.
- D7.5 Work is to be done in such a fashion that all transfers are printed, numbered, packaged and accounted for under supervision;
- D7.6 When material is being moved from one location to another in the plant, it shall be moved in a secure fashion;
- D7.7 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.
- D7.8 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:
- D7.8.1 Remain at the Contractor's Plant until the Contract Administrator has instructed the Contractor as to its disposition.
- D7.9 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

CONTROL OF WORK

D8. COMMENCEMENT

D8.1 The Contractor shall not commence any Work until he/she is in receipt of a purchase order authorizing the commencement of the Work.

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 guarter year within fifteen (15) Calendar Days of the end of that guarter.

MEASUREMENT AND PAYMENT

D11. INVOICES

- D11.1 Further to GC.9.01 and notwithstanding GC.9.03, the Contractor shall submit an invoice for each order delivered to the Contract Administrator..
- D11.2 Invoices must clearly indicate, as a minimum:
 - (a) the City's order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of goods delivered;
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Contractor's GST registration number.
- D11.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D12. PAYMENT

D12.1 Further to GC.9.01 and GC.9.03, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D13. WARRANTY

- D13.1 Notwithstanding GC.10.01 and GC.10.02, the warranty period for each item of Work supplied shall begin on the date of successful delivery and shall expire one (1) year thereafter unless extended pursuant to D13.2, in which case it shall expire when provided for thereunder.
- D13.2 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.
- D13.3 Notwithstanding GC.10.01, GC.10.02 and D13.2, if any law of Manitoba or of the jurisdiction in which the Work was manufactured requires, or if the manufacturer provides, a longer warranty period or a warranty which is more extensive in its nature, then the provisions of such law or manufacturer's warranty shall apply.

PART E - SPECIFICATIONS

GENERAL

E1. GENERAL

- E1.1 The Contractor shall Supply and Deliver Bilingual Transit Bus Transfers in accordance with the requirements hereinafter specified.
- E1.2 The Contractor shall be required to support CorelDraw Version 10 to facilitate the Work.
- E1.3 If additional information is required, please contact:
 - (a) Mr. Helen Tack (204) 986-5242 Superintendent of Garry Street Transit Service Centre

Garry Street Transit Service Centre

(b) Mr. Ed Yorski (204) 986-4346 Revenue Officer

Garry Street Transit Service Centre

E2. GOODS

E2.1 Total Production Cycle For 2006 shall be approximately:

37,632,000

- E2.1.1 Alternate First Production cycles may be considered, and shall be submitted in accordance with B5.
- E2.1.2 Alternate Second Production cycles may be considered, and shall be submitted in accordance with B5.
- E2.2 <u>Item No. 1: First production cycle</u> For the period January 1, 2006 June 30, 2006

Daily quantities required for the Contract period shall be:

E2.2.1 Weekdays @ 128,000/day: 128 days @ 128,000/day 16,384,000 Transfers

January:2-6, 9-13, 16-20, 23-27, 30-31February:1-3, 6-10, 13-17, 20-24, 27-28March:1-3, 6-10, 13-17, 20-24, 27-31April:3-7, 10-13, 17-21, 24-28May:1-5, 8-12, 15-19, 23-26, 29-31June:1-2, 5-9, 12-16, 19-23, 26-30

E2.2.2 Saturdays @ 64,000/day: 25 days @ 64,000/day 1,600,000 Transfers

 January
 7, 14, 21, 28
 February
 4, 11, 18, 25

 March
 4, 11, 18, 25
 April
 1, 8, 15, 22, 29

 May
 6, 13, 20, 27
 June
 3, 10, 17, 24

E2.2.3 Sundays @ 32,000/day: 25 days @ 32,000/day 800,000 Transfers

 January
 8, 15, 22, 29
 February
 5, 12, 19, 26

 March
 5, 12, 19, 26
 April
 2, 9, 16, 23, 30

 May
 7, 14, 21, 28
 June
 4, 11, 18, 25

E2.2.4 Statutory Holidays @ 32,000/day: 3 days @ 32,000/day 96,000 Transfers

January: 1 April: 14 May: 22

E2.3	E2.3 <u>Item No. 2: Second production cycle</u> Daily quantities required for the Contract period		For the period July 1, 2006 to December 31, 2006 riod shall be:	
E2.3.1	Weekda	ys @ 128,000/day:	125 days @ 128,000/day	16,000,000 Transfers

 July:
 3-7, 10-14, 17-21, 24-28, 31
 August:
 1-4, 8-11, 14-18, 21-25, 28-31

 September:
 1, 5-8, 11-15, 18-22, 25-29
 October:
 2-6, 10-13, 16-20, 23-27, 30-31

 November:
 1-3, 6-10, 13-17, 20-24, 27-30
 December:
 1, 4-8, 11-15, 18-22, 27-29

E2.3.2 Saturdays @ 64,000/day: 26 days @ 64,000/day 1,664,000 Transfers

 July
 8, 15, 22, 29
 August
 5, 12, 19, 26

 September
 2, 9, 16, 23, 30
 October
 7, 14, 21, 28

 November
 4, 11, 18, 25
 December
 2, 9, 16, 23, 30

E2.3.3 Sundays @ 32,000/day: 26 days @ 32,000/day 832,000 Transfers

 July
 2, 9, 16, 23, 30
 August
 6, 13, 20, 27

 September
 3, 10, 17, 24
 October
 1, 8, 15, 22, 29

 November
 5, 12, 19, 26
 December
 3, 10, 17, 24, 31

E2.3.4 Statutory Holidays @ 32,000/day: 6 days @ 32,000/day 192,000 Transfers

 July:
 1

 August:
 7

 September:
 4

 October:
 9

 November:
 11

 December:
 25

E2.3.5 Boxing Day Holiday @ 64,000/day = 1 day @ 64,000 = 64,000 Transfers

December: 26

E3. PRINTING

Artwork

- E3.1 The Contract Administrator shall:
- E3.1.1 Provide colour specifications and artwork to the Contractor by June 6, 2005.
 - (a) Coreldraw Version 10
- E3.1.2 Approve designs.
- E3.1.3 Make negatives available to the Contractor for further printing, pursuant to E3.2.2.

E3.2 The Contractor shall:

- E3.2.1 Submit paper proofs and blueline proofs to the Contract Administrator prior to printing:
 - (a) no later than June 20, 2005
 - (b) earlier submission will be accepted.
- E3.2.2 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;

E3.2.3 Advise the Contract Administrator when production commences and when it is completed.

Graphics/Text

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

Ink(s)

- E3.6 One colour two sides each lot, no bleeds;
- E3.6.1 PMS Ink(s): Panatone Blue 3005U
- E3.7 The Contractor shall ensure colours are consistent throughout the year.
- E3.8 Colour shall be selected and approved by the Transit Department Contract Administrator.

Stock

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

Binding and Finishing

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

E4. PACKAGING

Transfers shall be packed in cardboard cartons in either of the ways indicated in E4.1 or E4.2:

E4.1

(a)	Weekdays:	4 equal cartons	of 32,000 transfers each date
(b)	Saturdays and Boxing Day:	3 cartons each date	one of 32,000 & two of 16,000
(c)	Sundays and Holidays:	2 equal cartons	of 16,000 each date

E4.2

(a)	Weekdays:	8 equal cartons	of 16,000 transfers each date
(b)	Saturdays and Boxing Day:	4 equal cartons	of 16,000 each date
(c)	Sundays and Holidays:	2 equal cartons	of 16,000 each date

- E4.3 Special attention shall be given when packaging, to ensure no dates are mixed within the same carton:
- E4.3.1 Each date shall be packaged individually in cartons and each carton clearly identified as to date and quantity;

- E4.3.2 In the event that transfers are not packaged properly, it shall be the Contractor's responsibility to arrange for pick-up, re-check, and re-package.
- E4.3.3 This shall be done expeditiously to ensure transfer issuance is not interrupted.
- E4.4 Containers and sealing material shall be of sufficient strength to withstand shipping and handling as well as to provide adequate security

E5. DELIVERY

- E5.1 Delivery shall be by a bonded company or accompanied by a bonded employee.
- E5.1.1 The Contractor shall supply a signed statement to accompany each separate delivery, and addressed to the Contract Administrator.
 - (i) The statement shall indicate if overruns, samples or surplus stock exists,
 - (ii) If overruns, samples or surplus stock exist they shall be treated in accordance with **D7**.
- E5.2 Goods shall be delivered FOB destination, freight prepaid to:

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

- E5.3 Delivery dates shall be in accordance with the following:
 - (a) First production cycle delivery date: September 30, 2005
 - (b) Second production cycle delivery date: March 24, 2006
- E5.3.1 Alternate production cycle delivery dates may be considered in accordance with E2.1.1, E2.1.2, and B5.
- E5.4 The Contractor shall confirm each scheduled delivery with the User at least two (2) Business Days before delivery.
- E5.5 Goods shall be delivered between 8:00 a.m. and noon, and 1:00 p.m. and 3:00 p.m. on Business Days.
- E5.6 The Contractor is advised that delivery access through the Garry Street Transit Service Centre overhead door requires that the vehicle used to deliver the goods shall be no larger than a five ton truck, and shall be equipped with a hydraulic-tail lift.
- E5.7 The Contractor shall be solely responsible for off-load of the goods, as directed at the delivery location.

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

Valid on any regular route on day issued until expiry time shown. NON-TRANSFERABLE in case of misunderstanding, please pay fare, retain transfer, and contract Winningeg Transit,421 Osborne Street, R3L ZA2 For commendations or concerns, please call 986-5694 Subject to all Transit Regulations

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