



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 562-2016**

**PROVISION OF BUS TOURS**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF BUS TOURS

### **B2. SUBMISSION DEADLINE**

**B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, June 15, 2016.**

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. SITE INVESTIGATION**

B3.1 Further to C3.1, the Bidder may view the Site without making an appointment.

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B4.2 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.

B4.3 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.

B4.4 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.

B4.5 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.

B4.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B5. CONFIDENTIALITY**

B5.1 Information provided to a Bidder by the City or acquired by a Bidder 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:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B5.2 The Bidder 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.

## **B6. ADDENDA**

- B6.1 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.
- B6.2 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.
- B6.3 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.

## **B7. SUBSTITUTES**

- B7.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 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 Plant, Material or method 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.
- B7.5 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.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder 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.
- B7.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder 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 B16.

B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B8. BID SUBMISSION**

B8.1 The Bid shall consist of the following components:

- (a) Form A: Bid;
- (b) Form B: Prices.

B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.

B8.3 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.

B8.4 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.

B8.5 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 B16.1(a).

B8.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.

B8.7 If the Bid 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

B8.7.1 Samples or other components of the Bid 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.

**B8.8 If the Bid is submitted by facsimile transmission, it shall be submitted to 204 949-1178.**

B8.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B8.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

## **B9. BID**

B9.1 The Bidder shall complete Form A: Bid, making all required entries.

B9.2 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/her own name, his/her 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/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 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.

B9.4 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/her 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/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.

B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B9.5 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.

## **B10. PRICES**

B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B10.1.1 Notwithstanding C11.1.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B10.2 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.

B10.3 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.

B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B11. DISCLOSURE**

B11.1 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.

B11.2 The Persons are:

- (a) N/A

## **B12. QUALIFICATION**

B12.1 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.

B12.2 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>

B12.3 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);
- (d) upon request of the Contract Administrator, obtain Security Clearances in accordance with PART F - .

## **B13. OPENING OF BIDS AND RELEASE OF INFORMATION**

B13.1 Bids will not be opened publicly.

B13.2 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.

## **B14. IRREVOCABLE BID**

B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B14.2 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.

## **B15. WITHDRAWAL OF BIDS**

B15.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B15.1.1 Notwithstanding C22.5, 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.

B15.1.2 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.



- B15.1.3 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 B15.1.3(b), declare the Bid withdrawn.
- B15.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B14.2 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.

## **B16. EVALUATION OF BIDS**

- B16.1 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 B12 (pass/fail);
  - (c) Total Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B7;
- B16.2 Further to B16.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid 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.
- B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.
- B16.4 Further to B16.1(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.
- B16.5 This Contract will be awarded as a whole.

## **B17. AWARD OF CONTRACT**

- B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B17.2 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.
- B17.2.1 Without limiting the generality of B17.2, 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.

- B17.3 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 B16.
- B17.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B17.4 Notwithstanding C4.1, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B17.5 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 Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* 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)
- 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 Services*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Supply of Services*, 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 the provision of bus tours for the period from July 1, 2016 to until June 30, 2017, with the option of four (4) 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 July 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 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 C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.3 Notwithstanding D2.1, 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. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "**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:

Fernando Requeima  
Community Development & Recreation Services  
9th Floor , 395 Main Street  
Winnipeg MB R3B 3N8

Telephone No. (204) 803-0403  
Email Address: [frequeima@winnipeg.ca](mailto:frequeima@winnipeg.ca)

D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

## **D5. CONTRACTOR'S SUPERVISOR**

- D5.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.
- D5.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

## **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;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
  - (b) the Contract, all deliverables produced or developed; and
  - (c) 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 C22.3, 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 B8.**

## **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.

## **D9. INSURANCE**

- D9.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
  - (b) Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- D9.2 Deductibles shall be borne by the Contractor.
- D9.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.
- D9.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D9.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

## **CONTROL OF WORK**

### **D10. COMMENCEMENT**

- D10.1 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.
- D10.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D8;
    - (ii) evidence of the workers compensation coverage specified in C6.14; and
    - (iii) evidence of the insurance specified in D9;
    - (iv) the security clearances specified in PART F - .
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

### **D11. ORDERS**

- D11.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

### **D12. RECORDS**

- D12.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D12.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
  - (b) order date(s);
  - (c) service date(s); and

(d) description and quantity of services provided.

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.

## MEASUREMENT AND PAYMENT

### D13. INVOICES

D13.1 Further to C11, the Contractor shall submit an invoice for each portion of work performed 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)

D13.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D13.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D13.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B8.**

### D14. PAYMENT

D14.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D14.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

### D15. PURCHASING CARD

D15.1 The Contractor shall allow Users to charge items to their purchasing cards at no extra cost.

D15.2 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.

## WARRANTY

### D16. WARRANTY

D16.1 Notwithstanding C12, Warranty does not apply to this Contract.

## **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 B7.

#### **E2. SERVICES**

- E2.1 The Contractor shall provide buses in accordance with the requirements hereinafter specified.
- E2.2 All buses shall come complete with an operator and a step stool.
- E2.3 The planned bus tours are subject to the following conditions:
- (a) the day, times and planned excursion will not change;
  - (b) the day and times will not change but the planned excursion site may due to inclement weather;
  - (c) notwithstanding E2.3(a), the day may change due to inclement weather but the times and planned excursion site will not. The City reserves the right to reschedule the trip to an alternate site if inclement weather is still a factor.
- E2.4 Planned bus tours are subject to change due to registration numbers, or other unforeseen circumstances. The City will provide five (5) Working days notification of such a change.
- (a) the tour may be changed, delayed, cancelled or rescheduled due to low demand or other operational circumstances with five (5) Working days notice being given by the Contract Administrator;
  - (b) the bidder shall state a cancellation charge on Form B: Prices should the City not comply with E2.3(a).
- E2.5 When inclement weather forces the cancellation of an outdoor activity the City may reschedule the bus tour to an alternative day or location:
- (a) rain dates are alternative dates for the planned excursions when inclement weather forces the cancellation of the original trip.



**E3. BUS SCHEDULE SUMMER 2016**

DATE	PROGRAM AREA AND CONTACT PERSON	PICK UP SITES AND TOUR LOCATION
<b>WEEK ONE (July 4 – 8)</b>		
Monday to Friday July 4 – 8	Golf Camps Biz Settle 204 986-3972	Pick up 10:00 am Harbor View Golf Course (1867 Springfield) and drop off at The Golf Dome (1205 Wilkes). The return trip shall be approximately 3:00 pm to Harbor View Golf Course Monday to Friday. <b>These trips will only happen in the event of rain during this week, a decision will be made by 9:30 each morning.</b>
Wednesday July 6	Youth Fishing April Day 204 805-2758	Pick up at 9:00 am Fort Rouge Leisure Centre (625 Osborne) and drop off at Selkirk Park (Selkirk). The return trip shall be approximately 3:00 pm to Fort Rouge Leisure Centre.
Wednesday July 6	Leisure Links Gail Katz 204 795-8036	Pick up at 10:00 am Gordon Bell High School (3 Borrowman) and drop off at Splash Island Water Park (Portage La Prairie). The return trip shall be approximately 1:30 pm to Gordon Bell High School. <b>Note: Bus to be wheelchair accessible, rain date will be Thursday July 7 if necessary.</b>
<b>WEEK TWO (July 11 – 15)</b>		
Monday to Friday July 11 – 15	Golf Camps Biz Settle 204 986-3972	Pick up 10:00 am Kildonan Park Golf Course (2021 Main) and drop off at The Golf Dome (1205 Wilkes). The return trip shall be approximately 3:00 pm to Kildonan Park Golf Course Monday to Friday. <b>These trips will only happen in the event of rain during this week, a decision will be made by 9:30 each morning.</b>
Wednesday July 13	Youth Fishing April Day 204 805-2758	Pick up at 9:00 am Fort Rouge Leisure Centre (625 Osborne) and drop off at Selkirk Park (Selkirk). The return trip shall be approximately 3:00 pm to Fort Rouge Leisure Centre.
Wednesday July 13	Leisure Links Gail Katz 204 795-8036	Pick up at 10:00 am Gordon Bell High School (3 Borrowman) and drop off at Splash Island Water Park (Portage La Prairie). The return trip shall be approximately 1:30 pm to Gordon Bell High School. <b>Note: bus to be wheelchair accessible, rain date will be Thursday July 14 if necessary.</b>
<b>WEEK THREE (July 18 – 22)</b>		
Monday to Friday July 18 – 22	Golf Camps Biz Settle 204 986-3972	Pick up 10:00 am Crescent Drive Golf Course (781 Crescent) and drop off at The Golf Dome (1205 Wilkes). The return trip shall be approximately 3:00 pm to Crescent Drive Golf Course Monday to Friday. <b>These trips will only happen in the event of rain during this week, a decision will be made by 9:30 each morning.</b>
Wednesday July 20	Youth Fishing April Day 204 805-2758	Pick up at 9:00 am Harbour View Golf Course (1867 Springfield) and drop off at Selkirk Park (Selkirk). The return trip shall be approximately 3:00 pm to Harbour View Golf Course.
Wednesday July 20 (Bus 1)	Leisure Links Gail Katz 204 795-8036	Pick up at 9:45 am at Gordon Bell High School (3 Borrowman) and drop off at Stonewall Quarries (Stonewall). The return trip shall be approximately 1:30 pm to Gordon Bell High School. <b>Note: bus to be wheelchair accessible, rain date to be Thursday July 21 if necessary.</b>
Wednesday July 20 (Bus 2)	Leisure Links Gail Katz 204 795-8036	Pick up at 9:45 am at Gordon Bell High School (3 Borrowman) and drop off at Stonewall Quarries (Stonewall). The return trip shall be approximately 1:30 pm to Gordon Bell High School. <b>Note: bus to be wheelchair accessible, rain date to be Thursday July 21 if necessary.</b>
<b>WEEK FOUR (July 25 – 29)</b>		
Monday to Friday July 25 – 29	Golf Camps Biz Settle 204 986-3972	Pick up 10:00 am Windsor Park Golf Course (10 des Meurons) and drop off at The Golf Dome (1205 Wilkes). The return trip shall be approximately 3:00 pm to Windsor Park Golf Course Monday to Friday. <b>These trips will only happen in the event of rain during this week, a</b>

DATE	PROGRAM AREA AND CONTACT PERSON	PICK UP SITES AND TOUR LOCATION
		<b>decision will be made by 9:30 each morning.</b>
Tuesday July 26	Sport Camp (Flag Football /Ultimate ) Biz Settle 204 986-3972	Pick up at 10:00 am Norwood Community Centre (87 Walmer) and drop off at Investors Group Field (315 Chancellor Matheson). The return trip shall be approximately 2:00 pm to Norwood Community Centre. <b>Rain date to be Wednesday July 29 if necessary.</b>
Wednesday July 27 (Bus 1)	Leisure Links Gail Katz 204 795-8036	Pick up at 10:00 am Gordon Bell High School (3 Borrowman) and drop off at The Assiniboine Park Zoo (2595 Roblin). The return trip shall be approximately 1:30 pm to Gordon Bell High School. <b>Note: bus to be wheelchair accessible, rain date will Thursday July 28 if necessary.</b>
Wednesday July 27 (Bus 2)	Leisure Links Gail Katz 204 795-8036	Pick up at 10:00 am Gordon Bell High School (3 Borrowman) and drop off at The Assiniboine Park Zoo (2595 Roblin). The return trip shall be approximately 1:30 pm to Gordon Bell High School. <b>Note: bus to be wheelchair accessible, rain date will Thursday July 28 if necessary.</b>
Wednesday July 27 (Bus 1)	Youth Drop In Paige Gray 204 986-5523	Pick up 10:30 am Norquay Community Centre (65 Granville), then to Ecole Seven Oaks (800 Salter) and drop off at Kildonan Park (2015 Main). The return trip shall be approximately 5:00 pm to Ecole Seven Oaks, then to Norquay Community Centre. <b>Note rain date will be Thursday July 28 if necessary.</b>
Wednesday July 27 (Bus 2)	Youth Drop In Paige Gray 204 986-5523	Pick up 10:30 am Cecil Rhodes School (1570 Elgin), then to Tyndall Park School (2221 King Edward), then to Arthur E Wright School (1520 Jefferson) and drop off at Kildonan Park (2015 Main). The return trip shall be approximately 5:00 pm to Arthur E Wright School, then to Tyndall Park School, then to Cecil Rhodes School. <b>Note rain date will be Thursday July 28 if necessary.</b>
Wednesday July 27 (Bus 3)	Youth Drop In Paige Gray 204 986-5523	Pick up 10:30 am Northwood Community Centre (1415 Borrow), then to Isaac Newton School (730 Aberdeen) and drop off at Kildonan Park (2015 Main). The return trip shall be approximately 5:00 pm to Isaac Newton School, then to Northwood Community Centre. <b>Note rain date will be Thursday July 28 if necessary.</b>
Wednesday July 27 (Bus 1)	Youth Drop In Stacey Stepnuk 204 795-9455	Pick up at 1:00 pm Elwood High School (505 Chalmers), then to East Elmwood Community Centre (490 Keenleyside), then to Bernie Wolfe Community School (95 Bournais) and drop of at Glenlawn Collegiate (770 St. Mary's). The return trip shall be approximately 7:30 pm to Bernie Wolfe Community School, then to East Elmwood Community Centre, then to Elwood High School.
Wednesday July 27 (Bus 2)	Youth Drop In Stacey Stepnuk 204 795-9455	Pick up at 1:00 pm Winakwa Community Centre (980 Winakwa), then to St. George School (151 St. George), then to George McDowell School (366 Paddington) and drop off at Glenlawn Collegiate (770 St. Mary's). The return trip shall be approximately 7:30 pm to George McDowell, then to St. George School, then to Winakwa Community Centre.
Wednesday July 27	Youth Fishing April Day 204 805 2758	Pick up at 9:00 am Bertrand Arena (294 Bertrand) and drop off at Selkirk Park (Selkirk). The return trip shall be approximately 3:00 pm to Bertrand Arena.
Wednesday July 27 (Bus 1)	Youth Drop In Centre's Pat Wallis 204 986-3394	Pick up at 3:00 pm at St. Norbert Community Centre (3450 Pembina), then to Acadia Junior High School (175 Killarney), Arthur A Leach School (1827 Chancellor) and drop off at Lion's Outdoor Pool (969 Dowker). The return trip shall be approximately 7:30 pm to Arthur A Leach School, then to Acadia Junior High School, then to St. Norbert Community Centre. <b>Rain date will be Thursday July 28 if necessary.</b>
Wednesday July 27	Youth Drop In Centers	Pick up at 3:00 pm Westdale Pool Building (550 Dale), then to Hedges Middle School (369 Fairlane), then to Earl Grey School (340 Cockburn),

DATE	PROGRAM AREA AND CONTACT PERSON	PICK UP SITES AND TOUR LOCATION
(Bus 2)	Pat Wallis 204 986-3394	then to Lord Roberts Community Centre (725 Kylemore) and drop off at Lion's Outdoor Pool (969 Dowker). The return trip shall be approximately 7:30 pm to Lord Roberts Community Centre, then to Earl Grey School, then to Hedges Middle School, then to Westdale Pool Building. <b>Rain date will be Thursday July 28 if necessary.</b>
<b>WEEK FIVE (August 2 – 5)</b>		
Tuesday to Friday August 2 – 5	Golf Camps Biz Settle 204 986-3972	Pick up 10:00 am Tuxedo Park Golf Course (400 Shaftesbury) and drop off at The Golf Dome (1205 Wilkes). The return trip shall be approximately 3:00 pm to Tuxedo Park Golf Course Tuesday to Friday. <b>These trips will only happen in the event of rain during this week, a decision will be made by 9:30 each morning.</b>
Wednesday August 3	Youth Fishing April Day 204 805-2758	Pick up at 9:00 am Fort Rouge Leisure Centre (625 Osborne)) and drop off at Selkirk Park (Selkirk). The return trip shall be approximately 3:00 pm to Fort Rouge Leisure Centre.
Wednesday August 3 (Bus 1)	Leisure Links Gail Katz 204 795-8036	Pick up at 9:45 am Gordon Bell High School (3 Borrowman) and drop off at Kildonan Park (2015 Mains). The return trip shall be approximately 1:30 pm to Gordon Bell High School. <b>Note: bus to be wheelchair accessible, rain date to be Thursday August 4 if necessary.</b>
Wednesday August 3 (Bus 2)	Leisure Links Gail Katz 204 795-8036	Pick up at 9:45 am Gordon Bell High School (3 Borrowman) and drop off at Kildonan Park (2015 Mains). The return trip shall be approximately 1:30 pm to Gordon Bell High School. <b>Note: bus to be wheelchair accessible, rain date to be Thursday August 4 if necessary.</b>
Wednesday August 3	Sport Camp (Baseball) Biz Settle 204 986-3972	Pick up at 10:00 am Norwood Community Centre (87 Walmer) and drop off at Shaw Park Stadium (1 Portage). The return trip shall be approximately 1:00 pm to Norwood Community Centre.
Wednesday August 3	Sport Camp (Racquet Sports) Biz Settle 204 986-3972	Pick up at 10:00 am University of Winnipeg Duckworth Centre (400 Spence) and drop off at Harbour View Golf Course (1867 Springfield). The return trip shall be approximately 3:00 pm to University of Winnipeg Duckworth Centre. <b>Rain date will be Thursday August 4 if necessary.</b>
Wednesday August 3 (Bus 1)	Free Play Corey Provo 204 805-1539	Pick up at 10:00 am James Nisbet School (70 Doubleday), then to Weston Memorial Community Centre (1625 Logan), then to Brooklands/NorWest Building (1880 Alexander) and drop off at Steinback Aquatic Centre (225 Reimer Steinback). The return trip shall be approximately 3:00 pm to Brookland/NorWest Building, then to Weston Memorial Community Centre, then to James Nisbet School. <b>Rain day to be Thursday August 4 if necessary.</b>
Wednesday August 5 (Bus 2)	Free Play Corey Provo 207 805-1539	Pick up at 10:00 am Victory School (395 Jefferson), then to Sinclair Park Community Centre (490 Sinclair), then to Norquay Community Centre (65 Grandville) and drop off at Steinback Aquatic Centre (225 Reimer Steinback). The return trip shall be approximately 3:00 pm to Norquay Community Centre, then to Sinclair Park Community Centre, then to Victory School. <b>Rain date to be Thursday August 5 if necessary.</b>
<b>WEEK SIX (August 8 – 12)</b>		
Monday to Friday August 8 - 12	Golf Camps Biz Settle 204 986-3972	Pick up 10:00 am Windsor Park Golf Course (10 des Meurons) and drop off at The Golf Dome (1205 Wilkes). The return trip shall be approximately 3:00 pm to Windsor Park Golf Course Monday to Friday. <b>These trips will only happen in the event of rain during this week, a decision will be made by 9:30 each morning.</b>
Wednesday August 10 (Bus 1)	Leisure Links Gail Katz 204 795-8036	Pick up at 10:00 am Gordon Bell High School (3 Borrowman) and drop off at Stonewall Quarry (Stonewall). The return trip shall be approximately 1:15 pm to Gordon Bell High School. <b>Note: bus to be wheelchair</b>

DATE	PROGRAM AREA AND CONTACT PERSON	PICK UP SITES AND TOUR LOCATION
		<b>accessible, rain date to be Thursday August 11 if necessary.</b>
Wednesday August 10 (Bus 2)	Leisure Links Gail Katz 204 795-8036	Pick up at 10:00 am Gordon Bell High School (3 Borrowman) and drop off at Stonewall Quarry (Stonewall). The return trip shall be approximately 1:15 pm to Gordon Bell High School. <b>Note: bus to be wheelchair accessible, rain date to be Thursday August 11 if necessary.</b>
Wednesday August 10	Sport Camps Biz Settle 204 986-3972	Pick up at 9:15 am University of Winnipeg Duckworth Centre (400 Spence) and drop off at Harbour View Golf Course ((1867 Springfield). The return trip shall be approximately at 3:15 pm to University of Winnipeg Duckworth Centre.
Wednesday August 10	Youth Fishing April Day 204 805-275858	Pick up at 9:00 am Harbour View Golf Course (1867 Springfield) and drop off at Selkirk Park (Selkirk). The return trip shall be approximately 3:00 pm to Harbour View Golf Course.
Wednesday August 10 (Bus 1)	Free Play Maria Swanson 204 986-4930	Pick up 9:30 am Bord-Aire Community Club (471 Hampton), then to Heritage Victoria Community Club (950 Sturgeon) and drop off at Fun Mountain (840 Murdock). The return trip shall be approximately 3:30 pm to Heritage-Victoria Community Club, then to Bord-Aire Community Club. <b>Rain date will be Thursday August 11 if necessary.</b>
Wednesday August 10 (Bus 2)	Free Play Maria Swanson 204 986-4930	Pick up 9:30 am Westdale Community Centre (505 Dale), then to Fort Garry Community Centre – Victoria Site (80 Derek), then to Fort Garry Community Centre – Hobson site (880 Oakenwald) and drop off at Fun Mountain (840 Murdock). The return trip shall be approximately 3:30 pm to Fort Garry Community Centre – Hobson site, then to Fort Garry Community Centre – Victoria Site, then to Westdale Community Centre. <b>Rain date will be Thursday August 11 if necessary.</b>
Wednesday August 10 (Bus 3)	Free Play Maria Swanson 204 986-4930	Pick up 9:30 am Fort Rouge School (115 River), then to River Osborne Community Centre (101 Pembina) and drop off at Fun Mountain (840 Murdock). The return trip shall be approximately 3:30 pm to River Osborne Community Centre, then to Fort Rouge School. <b>Rain date will be Thursday August 11 if necessary.</b>
Wednesday August 10 (Bus 4)	Free Play Maria Swanson 204 986-4930	Pick up 9:30 am Parc LaSalle School (190 Houde), then to Bairdmore School (700 Bairdmore) and drop off at Fun Mountain (840 Murdock). The return trip shall be approximately 3:30 pm to Bairdmore School, then to Parc LaSalle School. <b>Rain date will be Thursday August 11 if necessary.</b>
<b>WEEK SEVEN (August 15 – 19)</b>		
Monday to Friday August 15 - 19	Golf Camps Biz Settle 204 986-3972	Pick up 10:00 am Windsor Park Golf Course (10 des Meurons) and drop off at The Golf Dome (1205 Wilkes). The return trip shall be approximately 3:00 pm to Windsor Park Golf Course Monday to Friday. <b>These trips will only happen in the event of rain during this week, a decision will be made by 9:30 each morning.</b>
Wednesday August 17	Youth Fishing April Day 204 805-2758	Pick up at 9:00 am Fort Rouge Leisure Centre (625 Osborne) and drop off at Selkirk Park (Selkirk). The return trip shall be approximately 3:00 pm to Fort Rouge Leisure Centre.
Wednesday August 17	Sport Camps Biz Settle 204 986-3972	Pick up at 9:15 am Cindy Klassen Recreation Complex (999 Sargent) and drop off at The Manitoba Canoe and Kayak Centre (80 Churchill). The return trip shall be approximately 3:15 pm to Cindy Klassen Recreation Complex. <b>Rain date will be Thursday August 18 or Friday August 19 if necessary.</b>
<b>WEEK EIGHT (August 22 – 26)</b>		
Wednesday August 24	Youth Fishing April Day 204 805-2758	Pick up at 9:00 am Bertrand Arena (294 Bertrand) and drop off at Selkirk Park (Selkirk). The return trip shall be approximately 3:00 pm to Bertrand Arena.

## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at his/her place of residence; or
  - (b) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
  - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home> .
- F1.2 The following is a link to information for obtaining the Criminal Record Search certificate including the Vulnerable Sector screening from the City of Winnipeg Police Service.  
[http://winnipeg.ca/police/pr/info\\_request.stm](http://winnipeg.ca/police/pr/info_request.stm)
- F1.2.1 The Criminal Record Search shall include a Vulnerable Sector Screening. This can be obtained by following the link below [http://winnipeg.ca/police/pr/info\\_request.stm](http://winnipeg.ca/police/pr/info_request.stm) .
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- F1.3 The original Criminal Record Search Certificate (Form P-253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Criminal Record Search Certificate (Form P-253) to the Contract Administrator.
- F1.4 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.5 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.6 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.