

# THE CITY OF WINNIPEG

# **BID OPPORTUNITY**

BID OPPORTUNITY NO. 1077-2014

PROVISION OF COURIER SERVICES - CAR / TRUCK

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# PART B - BIDDING PROCEDURES

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

B1.1 PROVISION OF COURIER SERVICES - CAR / TRUCK

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

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, December 22, 2014.
- B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

# **B3. ENQUIRIES**

- B3.1 All enquiries shall be directed to the Contract Administrator identified in 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 promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.
- B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

#### **B4.** CONFIDENTIALITY

- B4.1 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.
- B4.2 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.

#### 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 Bid Opportunity, or clarifying the meaning or intent of any provision therein.

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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 <a href="http://www.winnipeg.ca/matmgt/bidopp.asp">http://www.winnipeg.ca/matmgt/bidopp.asp</a>
- B5.2.2 The Bidder 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 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.

#### **B6.** SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- 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 five (5) Business Days prior to the Submission Deadline.
- B6.4 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.
- 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 Bidder 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 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.
- B6.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.
- B6.8 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

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may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B14.

- B6.9 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.
- B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.5, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B14.1(a).

#### B7. BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
  - (a) Form A: Bid;
  - (b) Form B: Prices.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 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.
- B7.4 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.5 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 B14.1(a).
- B7.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.7 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

- B7.7.1 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.
- B7.8 If the Bid is submitted by facsimile transmission, it shall be submitted to 204 949-1178.
- B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

#### B8. BID

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.
- B8.2 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;

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  - (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.
- B8.2.1 If a Bid 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: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 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.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B8.5 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.

#### B9. PRICES

- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 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.
- 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 Bids.
- 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.
- B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

# **B10. QUALIFICATION**

- B10.1 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.

- B10.2 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 <a href="http://www.winnipeg.ca/matmgt/debar.stm">http://www.winnipeg.ca/matmgt/debar.stm</a>
- B10.3 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).

#### B11. OPENING OF BIDS AND RELEASE OF INFORMATION

- B11.1 Bids will not be opened publicly.
- B11.2 Following the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <a href="http://www.winnipeg.ca/matmgt/">http://www.winnipeg.ca/matmgt/</a>
- B11.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <a href="http://www.winnipeg.ca/matmgt/">http://www.winnipeg.ca/matmgt/</a>
- B11.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

#### **B12.** IRREVOCABLE BID

- B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B12.2 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.

#### **B13. WITHDRAWAL OF BIDS**

- B13.1 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.
- B13.1.1 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.
- B13.1.2 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.
- B13.1.3 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 B13.1.3(b), declare the Bid withdrawn.
- B13.2 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 B12.2 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.

# **B14.** EVALUATION OF BIDS

- B14.1 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 B10 (pass/fail);
  - (c) Total Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B6;
- B14.2 Further to B14.1(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.
- B14.3 Further to B14.1(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.
- B14.4 Further to B14.1(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.
- B14.5 This Contract will be awarded as a whole.

#### **B15.** AWARD OF CONTRACT

- B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B15.2 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.
- B15.2.1 Without limiting the generality of B15.2, 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.
- B15.3 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 B14.

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- B15.3.1 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.
- B15.4 Notwithstanding C4.1, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B15.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

# **PART C - GENERAL CONDITIONS**

# CO. GENERAL CONDITIONS

- C0.1 The General Conditions for 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 <a href="http://www.winnipeg.ca/matmgt/gen\_cond.stm">http://www.winnipeg.ca/matmgt/gen\_cond.stm</a>
- C0.2 A reference in the Bid Opportunity to a section, clause or sub clause with the prefix "C" designates a section, clause or sub clause 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 of courier service-car/truck for the period from January 1, 2015 until December 31, 2015, 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 sixty (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.
- D2.1.2 Changes resulting from such negotiations shall become effective on January 1 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 an "as required" and "scheduled" basis in accordance with E3 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, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2015.
- D2.4 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:

Terminder Singh Materials Management Division Telephone No. 204 986-2249 Facsimile No. 204 1178

D4.2 Bids Submissions must be submitted to the address in B7.7.

D4.3 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

# **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) if applicable, 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 coverage 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:
    - 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.
  - (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

- 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 Bids Submissions must be submitted to the address in B7.7.

#### 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,

  (<a href="https://www.pcisecuritystandards.org/index.shtml">https://www.pcisecuritystandards.org/index.shtml</a>). 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 is not required for this Contract.

#### **PART E - SPECIFICATIONS**

#### **GENERAL**

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- 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 B6.

#### E2. SERVICES

- E2.1 The Contractor shall provide courier services car / truck in accordance with the requirements hereinafter specified.
- E2.2 The Work of the Contract is the pick-up and delivery of items including, but not limited to:
  - (a) envelopes;
  - (b) boxes;
  - (c) small containers;
  - (d) banners, signs, etc;
  - (e) computers; monitors, keyboards and other equipment;
  - (f) printers;
  - (g) facsimile machines;
  - (h) vehicle parts;
  - (i) auto / lawnmower / tractor parts;
  - (j) empty plastic recycling bins; and
  - (k) compost bins.
- E2.3 Each piece for car shipments shall not exceed fifty (50) pounds.
- E2.4 The Contractor shall provide, to each Department, pre-printed waybills/manifests for City accounts at no additional charge.
- E2.5 Car-Direct Service:
- E2.5.1 Shall be the pick-up and delivery of the item(s) to its destination within one (1) hour of the request for service.
- E2.6 Car-Rush Service:
- E2.6.1 Shall be the pick-up and delivery of the item(s) to its destination within two (2) hours of the request for service.
- E2.7 Car- Regular Service:
- E2.7.1 Shall be the pick-up and delivery of the item(s) to its destination within three (3) hours of the request for service.
- E2.8 Car Bio Hazardous Material:
- E2.8.1 Shall consist of water and blood samples. The Contractor shall pick-up and deliver the item(s) to its destination within (2) two hours of the request for service.
  - (a) Water and blood samples are listed under CLASS 9 Miscellaneous Dangerous Goods (9.1). The Contractor must comply with all applicable legislation including the Canadian Transportation of Dangerous Goods Act and Regulations.

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- E2.9 Truck/Van -Direct Service:
- E2.9.1 Shall be the pick-up and delivery of the item(s) to its destination within one (1) hour of the request for service.
- E2.10 Truck/Van Rush Service:
- E2.10.1 Shall be the pick-up and delivery of the item(s) to its destination within two (2) hours of the request for service.
- E2.11 Truck/Van Regular Service:
- E2.11.1 Shall be the pick-up and delivery of the item(s) to its destination within three (3) hours of the request for service.
- E2.12 3-5 Ton Truck Rush Service:
- E2.12.1 Shall be the pick-up and delivery of the item(s) to its destination within two (2) hours of the request for service.
- E2.13 3-5 Ton Truck Regular Service:
- E2.13.1 Shall be the pick-up and delivery of the item(s) to its destination within three (3) hours of the request for service.
- E2.14 Additional Items:
- E2.14.1 Shall apply where there is more than one item for pick-up and delivery to the same location.
  - (a) A handful of envelopes picked up and delivered by car to the same location shall be considered one item.
- E2.15 Waiting Time:
- E2.15.1 Shall be charged in ten (10) minute intervals and shall be charged for any time in excess of ten (10) minutes when the driver arrives and the item(s) is not ready for pick-up.
- E2.16 Mileage charge:
- E2.16.1 The price per kilometer shall apply to each kilometer driven beyond the City of Winnipeg posted limits.
- E2.17 Goods shall be picked up and delivered on Business Days between:
  - (a) 8:30 a.m. and 4:00 p.m. most City locations;
  - (b) 7:30 a.m. and 2:00 p.m. Transit Stores; and
  - (c) 8:00 a.m. and 4:00 p.m. Transit Office.
- E2.18 Where Service cannot be performed in accordance with a request, the User shall be notified. If the Contractor fails to notify the User, or perform the Work in accordance with the terms of the Contract, the City will consider the Contractor to be in default.

#### E3. SCHEDULED SERVICE

- E3.1 The Contactor shall provide interdepartmental mail pickup and delivery to seventy-one (71) various locations across Winnipeg using a four day delivery cycle. Service is provided via eight (8) unique routes and split between North and South areas. The North route is done in the morning and South route in the afternoon.
- E3.2 Courier service shall be required 2 days a week (various days Monday to Friday) to cover the appropriate route. An assigned driver is required for this service delivery (plus a backup when needed) for consistency and familiarity with the various routes.

- E3.3 Delivery and pick-up of City of Winnipeg Inter-office Mail includes boxes, parcels, trays of mail, large rolled map tubes, bags and buckets.
- E3.3.1 The daily delivery courier schedule is to be followed.
  - (a) 8:30 a.m.- the Contractor shall Pick up City Mail (boxes, parcels, trays of mail, larger rolled map tubes, bags and buckets) from the Central Mail Room, Basement - 510 Main St. for delivery to 9 locations on the North Route in 2 buildings within walking distance (180 and 185 King Street).
  - (b) The Contractor shall return (boxes, parcels, trays of mail, larger rolled map tubes, bags and buckets) from that delivery back to the Central Mail Room, Basement 510 Main St.
  - (c) The Contractor shall Pick up City of Winnipeg Mail (boxes, parcels, trays of mail, larger rolled map tubes, bags and buckets) to continue with the appropriate a.m. North route and return to the Central Mail Room, Basement 510 Main St. by 11:15 a.m.
  - (d) 11:15 a.m.- The Contractor shall Pick up City of Winnipeg Mail (boxes, parcels, trays of mail, larger rolled map tubes, bags and buckets) from the Central Mail Room, Basement 510 Main St. for delivery to the appropriate p.m. South Route.
  - (e) The Contactor Shall Return City of Winnipeg Mail (boxes, parcels, trays of mail, larger rolled map tubes, bags and buckets) from the p.m. route to the Central Mail Room, Basement - 510 Main St. by 2:30 p.m.
  - (f) 3:00 p.m.- The Contractor Shall Deliver City Metered Mail which includes approx. 12 18 CPC assorted Mail Trays 12 x 23 and 11 x 18 (and occasional boxes) to 2000 Wellington Avenue Canada Post Corporation Loading Dock on the appropriate route cycle day.
- E3.4 Mail North Route-Cycle #1 (Morning):
- E3.4.1 The Contractor shall pick up and or deliver interdepartmental City of Winnipeg mail to the following locations:
  - (a) 185 King Street- Main Floor
  - (b) 185 King Street- 2nd Floor
  - (c) 185 King Street- 3rd Floor
  - (d) 185 King Street- 4th Floor
  - (e) 180 King Street- 4th Floor
  - (f) 457 Main Street Main Floor- Assessment & Taxation
  - (g) 457 Main Street 9th Floor- Winnipeg Police Board
  - (h) 243 Main Street- Water & Waste Meter Dept.
  - (i) 395 Main Street- Community Services, By Law Enforcement
  - (i) 414 Osborne Street- Handi-Transit
  - (k) 421 Osborne Street- Transit
  - (I) 421 Osborne Street- Communication/Radio Shop
  - (m) 1120 Waverley Street- Solid Waste Services
  - (n) 1539 Waverley Street- Door #12 Fleet Management
  - (o) 1539 Waverley Street- Insect Control
  - (p) 1539 Waverley Street- Public Works
  - (g) 1539 Waverley Street 2<sup>nd</sup> floor- Forestry Branch
  - (r) 15 Conservatory Drive- Conservatory, Zoo
  - (s) 5006 Roblin Boulevard- Naturalist's Service Branch
  - (t) 7740 Wilkes Avenue- W.E.W.P.C.C.

- (u) 644 Parkdale Street- St. James Centennial Pool
- (v) 2055 Ness Avenue- St. James Civic Centre
- E3.5 Mail South Route Cycle #1 (Afternoon):
- E3.5.1 The Contractor shall pick up and or deliver interdepartmental City of Winnipeg mail to the following locations:
  - (a) 18-30 Fort Street- Licence Branch/Bylaw Enforcement
  - (b) 65 Garry Street Main Floor- Transit Treasury
  - (c) 65 Garry Street 2nd Floor- Planning, Property & Development
  - (d) 65 Garry Street 3rd Floor- Planning, Property & Development
  - (e) 400-10 Fort Street- Planning, Property & Development WWHI 30 Fort Street- Bucket
  - (f) 78 30 Fort Street- Planning Property & Development HR
  - (g) 30 Fort Street- Planning, Property & Development
  - (h) 1215 Archibald Street- Bonavital Pool
  - (i) Deacon Water Treatment Plant
  - (j) 141 Regent Avenue- Transcona Historical Museum
  - (k) 1101 Wabasha Street- Elmwood Kildonan Pool
  - (I) 1867 Springfield Road- Harbourview Golf Course
  - (m) 2230 Main Street- N.E.W.P.C.C.
  - (n) 2456 McPhillips Street- Fire Paramedic Service
  - (o) 444 Adsum Drive- Seven Oaks Pool
  - (p) 1057 Logan Avenue- Animal Services
  - (q) 360 McPhillips Street- Water and Waste
  - (r) 1155 Pacific Avenue- Public Works
  - (s) 1199 Pacific Avenue- Water and Waste
- E3.6 Mail North Route Cycle #2 (Morning):
- E3.6.1 The Contractor shall pick up and or deliver interdepartmental City of Winnipeg mail to the following locations:
  - (a) 185 King Street- Main Floor
  - (b) 185 King Street- 2nd Floor
  - (c) 185 King Street- 3rd Floor
  - (d) 185 King Street- 4th Floor
  - (e) 180 King Street- 4th Floor
  - (f) 395 Main Street- Community Services, By Law Enforcement
  - (g) 457 Main Street Main Floor- Assessment & Taxation
  - (h) 457 Main Street 9th Floor- Winnipeg Police Board
  - (i) 7-1715 St. James Street- Materials Distribution
  - (i) 3001 Notre Dame Avenue- Cemeteries Branch
  - (k) 599 Empress Avenue- Manitoba Blue Cross
- E3.7 Mail South Route Cycle #2 (Afternoon):
- E3.7.1 The Contractor shall pick up and or deliver interdepartmental City of Winnipeg mail to the following locations:

- (a) 18-81 Garry Street- License Branch / Bylaw Enforcement
- (b) 65 Garry Street Main Floor- Transit Treasury
- (c) 65 Garry Street 2nd Floor- Planning, Property & Development
- (d) 65 Garry Street 3rd Floor- Planning, Property & Development
- (e) 400-10 Fort Street- Planning, Property & Development WWHI 30 Fort Street- Bucket
- (f) 78 30 Fort Street- Planning Property & Development HR
- (g) 30 Fort Street- Planning, Property & Development
- (h) 614 Des Meurons Street- Bilingual Service Centre
- (i) 552 Plinguet Street- Waterworks
- (j) 558 Plinquet Street- Waterworks
- (k) 3 Grey Street-Insect Control
- (I) 960 Thomas Avenue- Public Works Streets Maintenance
- (m) 90 Sinclair Street- Centennial Pool
- (n) 821 Elgin Avenue- Traffic Signals
- (o) 770 Ross Avenue- Fleet Management
- (p) 1220 Pacific Avenue- Public Works Equipment
- (q) 1277 Pacific Avenue- Public Works stores
- (r) 50 Myrtle Street- Archives and Records
- (s) 1155- Pacific Avenue- Public Works
- (t) 1199 Pacific Avenue- Water & Waste
- (u) 495 Portage Avenue- Parking Authority
- (v) 430 Langside Street- Community Services
- (w) 317 Donald Street- Employee Benefits Board
- (x) 251 Donald Street- Millennium Library
- (v) 500-234 Donald Street- 311 Office
- (z) 2000 Wellington Avenue- Drop off to Canada Post

# E3.8 Mail North Route-Cycle #3 (Morning):

- E3.8.1 The Contractor shall pick up and or deliver interdepartmental City of Winnipeg mail to the following locations:
  - (a) 185 King Street- Main Floor
  - (b) 185 King Street- 2nd Floor
  - (c) 185 King Street- 3rd Floor
  - (d) 185 King Street- 4th Floor
  - (e) 180 King Street- 4th Floor
  - (f) 457 Main Street- Assessment & Taxation
  - (g) 457 Main Street 9th Floor- Winnipeg Police Board
  - (h) 243 Main Street- Water & Waste Meter Department
  - (i) 395 Main Street- Community Services, By Law Enforcement
  - (j) 414 Osborne Street- Handi-Transit
  - (k) 421 Osborne Street- Transit
  - (I) 421 Osborne Street- Communication/Radio Shop

- (m) 625 Osborne Street- Fort Rouge Leisure Centre
- (n) 100 Ed Spencer Drive- S.E.W.P.C.C.
- (o) 685 Dalhousie Drive- Margaret Grant Pool
- (p) 1539 Waverley Street- Public Works
- (q) 1539 Waverley Street- Door #12- Fleet Management
- (r) 1539 Waverley Street-Insect Control
- (s) 1539 Waverley Street 2nd Floor- Forestry Branch
- (t) 1120 Waverley Street- Solid Waste Services
- E3.9 Mail South Route Cycle #3 (Afternoon):
- E3.9.1 The Contractor shall pick up and or deliver interdepartmental City of Winnipeg mail to the following locations:
  - (a) 18-30 Fort Street- License Branch / Bylaw Enforcement
  - (b) 65 Garry Street Main Floor- Transit Treasury
  - (c) 65 Garry Street 2nd Floor- Planning, Property & Development
  - (d) 65 Garry Street 3rd Floor- Planning, Property & Development
  - (e) 400-10 Fort Street- Planning, Property & Development WWHI 30 Fort Street- Bucket
  - (f) 78 30 Fort Street- Planning Property & Development HR
  - (g) 30 Fort Street- Planning, Property & Development
  - (h) Deacon Water Treatment Plant
  - (i) 141 Regent Avenue- Transcona Historical Museum
  - (j) 1867 Springfield Road- Harbourview Golf Course
  - (k) 2230 Main Street- N.E.W.P.C.C.
  - (I) 2546 McPhillips Street- Fire Paramedics Service
  - (m) 444 Adsum Drive- Seven Oaks Pool
  - (n) 1057 Logan Avenue- Animal Services
  - (o) 360 McPhillips Street- Water and Waste
  - (p) 1155 Pacific Avenue- Public Works
  - (q) 1199 Pacific Avenue- Water and Waste
- E3.10 Mail Route North Cycle #4 (Morning):
- E3.10.1 The Contractor shall pick up and or deliver interdepartmental City of Winnipeg mail to the following locations:
  - (a) 185 King Street- Main Floor
  - (b) 185 King Street- 2nd Floor
  - (c) 185 King Street- 3rd Floor
  - (d) 185 King Street- 4th Floor
  - (e) 180 King Street- 4th Floor
  - (f) 395 Main Street- Community Services, By Law Enforcement
  - (g) 457 Main Street- Assessment & Taxation
  - (h) 457 Main Street 9th Floor- Winnipeg Police Board
  - (i) 381 Sherbrook Street- Sherbrook pool
  - (j) 999 Sargent Avenue- Cindy Klassen Recreation Centre

- (k) 7-1715 St. James Street Materials Distribution Agency
- (I) 3001 Notre Dame Avenue- Cemeteries Branch
- (m) 414 Osborne Street- Handi-Transit
- (n) 421 Osborne Street- Transit
- (o) 421 Osborne Street- Communication/Radio Shop

# E3.11 Mail Route South Cycle #4 (Afternoon):

- E3.11.1 The Contractor shall pick up and or deliver interdepartmental City of Winnipeg mail to the following locations:
  - (a) 18-81 Garry Street- License Branch / Bylaw Enforcement
  - (b) 65 Garry Street Main Floor- Transit Treasury
  - (c) 65 Garry Street 2nd Floor- Planning, Property & Development
  - (d) 65 Garry Street 3rd Floor- Planning, Property & Development
  - (e) 400-10 Fort Street- Planning, Property & Development WWHI 30 Fort Street- Bucket
  - (f) 78 30 Fort Street- Planning Property & Development HR
  - (g) 30 Fort Street- Planning, Property & Development
  - (h) 614 Des Meurons Street- Bilingual Service Centre
  - (i) 552 Plinquet Street- Waterworks
  - (j) 558 Plinquet Street- Waterworks
  - (k) 3 Grey Street-Insect Control
  - (I) 960 Thomas Avenue- Public Works Streets Maintenance
  - (m) 601 Aikins Street- St. Johns Leisure Centre
  - (n) 821 Elgin Avenue- Traffic Signals
  - (o) 770 Ross Avenue- Fleet Management
  - (p) 1220 Pacific Avenue- Public Works Equipment
  - (q) 1277 Pacific Avenue- Public Works stores
  - (r) 50 Myrtle Street- Archives and Records
  - (s) 1155- Pacific Avenue- Public Works
  - (t) 1199 Pacific Avenue- Water & Waste
  - (u) 317 Donald Street- Employee Benefits Board
  - (v) 251 Donald Street- Millennium Library
  - (w) 2000 Wellington Avenue- Drop off to Canada Post