



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 49-2005

SUPPLY AND DELIVERY OF PC HARDWARE AND PERIPHERALS

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PART B

BIDDING PROCEDURES

PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

B1.1 SUPPLY AND DELIVERY OF PC HARDWARE AND PERIPHERALS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, June 29, 2005.

B2.2 Proposal Submissions determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. BIDDERS' CONFERENCE

B3.1 Further to GC:3.1, the Contract Administrator will hold a Bidders' conference at Main Floor 185 King Street, from 2:00pm to 3:00pm on June 15, 2005.

B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Bidders' Conference unless that information or interpretation is provided by the Contract Administrator in writing.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

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.

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals 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 Request for Proposal, 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.
- B6.2.1 Addenda will be available in Adobe Acrobat (pdf) format on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.
- B6.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division internet site for addenda shortly before submitting his Proposal.
- B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B7. SUBSTITUTES

- B7.1 The Work is based on the materials, equipment, methods and products specified in the Request for Proposal.
- 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 seven (7) 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 material, equipment, method or product as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may at his sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.

- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B7.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- 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 shall base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B19.
- B7.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. PROPOSAL SUBMISSION

- B8.1 The Proposal Submission consists of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices;
 - (c) technical and support services;
 - (d) administrative methods and procedures;
 - (e) Written Conformance to requirements detailed in Specification D6 through D8;
- B8.2 All components of the Proposal Submission shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely in ink, to constitute a responsive Proposal.
- B8.3 The Proposal Submission shall be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B8.3.1 Samples or other components of the Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B8.4 Proposal Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.5 Proposal Submissions shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B9. PROPOSAL

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

- B9.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Proposal 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: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.
- B9.4 Paragraph 12 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Proposal shall be printed below such signatures.
- B9.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.
- B9.5 If a Proposal 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 Proposal Submission 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 Prices on Form B: Prices shall include:
- (a) duty;
 - (b) freight and cartage;
 - (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
 - (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.

- B10.1.2 Prices on Form B: Prices shall not include the Manitoba Association for Resource Recovery Corporation (MARRC) Environmental Handling Charge (EHC) 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 Proposals.
- 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 The Price shall be determined at the time the order is placed except where the user accepts a delivery date outside the contractual delivery period.

B11. PRICE DETERMINATION MECHANISM AND SAMPLE PRICES

- B11.1 Sample prices shall be based on the price for a given product as of **June 1, 2005**.
- B11.2 The Bidder shall, on Form B: Prices provide sample prices and a complete description of the mechanism(s) used to determine the prices.
- B11.3 The price determination mechanism(s) on Form B: Prices shall be employed throughout the term of the Contract to determine the prices of goods and services.
- B11.4 Price determination mechanisms shall:
- (a) include an explicit and detailed definition of each index proposed to be used;
 - (b) provide a mechanism to determine the price at the time an order is placed; and
 - (c) be determinable, i.e., conditions such as "to be determined" or "to be negotiated" may be deemed non-responsive.
 - (d) Price determination mechanisms shall be based on indices which can be verified through independent sources;
 - (e) Prices on Form B: Prices shall be calculated in accordance with the Bidders stipulated price determination mechanism.
- B11.5 Price determination mechanisms may:
- (a) utilize different indices for different products;
 - (b) be based on other than Canadian indices if they include adjustment for changes in currency exchange rates;
 - (c) be based on published manufacturer's Government sector price list or an equivalent.

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;
 - (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
 - (c) be financially capable of carrying out the terms of the Contract;

- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work;
- (f) employ only Subcontractors who:
 - (i) are responsible and not suspended, debarred or in default of any obligation to the City (a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>); and
 - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba);

B12.2 The Bidder shall be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B12.3 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B13. TECHNICAL AND SUPPORT SERVICES

B13.1 The Bidder shall identify the contact person (s) that would be assigned to the City

B13.2 The Bidder shall describe their qualifications and resources, currently in place and proposed, to be provided to the City.

B13.3 The Bidder shall detail the technical qualifications of the staff associated with servicing this Contract. The may contain resumes for key staff plus relevant designations including but not limited to: Microsoft, MSCE, and the number of progressive years of experience.

B14. ADMINISTRATIVE METHODS AND PROCEDURES

B14.1 The Bidder shall supply organizational details including joint ventures, business agreements and product directing relating to these affiliations.

B14.2 The Bidder shall detail system problem resolution.

B15. AUTHORIZATION TO SUPPLY GOODS

B15.1 The Bidder shall be authorized by the manufacturer of the product line being bid as a reseller or distributor for that line.

B15.2 The Bidder shall be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the Authorization of the Bidder and of any proposed Subcontractor.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B16.1 Proposal Submissions will not be opened publicly.

B16.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.

B16.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal Submission may be released if required by City policy or procedures, or by other authorities having jurisdiction.

B17. IRREVOCABLE OFFER

B17.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Proposal.

B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work for the time period specified in Paragraph 11 of Form A: Proposal.

B18. WITHDRAWAL OF OFFERS

B18.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B18.1.1 Notwithstanding GC.7.05(2), the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 12 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B18.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:

- (a) retain the Proposal Submission until after the Submission Deadline has elapsed;
- (b) open the Proposal Submission to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 12 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.

B18.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B17.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Award Authority considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law, including the right to retain the Bidder's bid security.

B19. INTERVIEWS

B19.1 The Contract Administrator may, at his/her sole discretion, interview Bidders during the evaluation process.

B20. NEGOTIATIONS

B20.1 The City reserves the right to negotiate details of the Contract with Bidders.

B20.2 Negotiations, if any, are intended to address administrative and technical details of the Contract. The Bidder is advised to present his/her best offer, not a starting position for negotiations, in his/her Proposal Submission; the City will not necessarily pursue negotiations with any Bidder.

B20.3 If, in the course of negotiations pursuant to B20.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider any amended Proposal as an alternative to the Proposal as originally submitted without releasing the Bidder from the Proposal as originally submitted.

B21. EVALUATION OF PROPOSALS

B21.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal;
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12;
- (c) technical and support services
- (d) administrative methods and procedures
- (e) Evaluated Bid Price;
- (f) economic analysis of any approved alternative pursuant to B7.

B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements if the interests of the City so require.

B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal Submission, in other information required to be submitted, during interviews or in the course of reference checks, that he is responsible and qualified.

B21.4 Further to B21.1(c), technical and support services shall be evaluated based on their stated and demonstrated ability to provide:

- (a) Assigned contact person (s) who is easily accessible and can provide immediate technical support in response to enquires from the City;
- (b) Accurate and up to date technical details or literature in a timely manner;
- (c) Basic configuration;
- (d) Qualifications.

B21.5 Further to B21.1(d), administrative methods and procedures shall be evaluated on the basis of their stated and demonstrated ability to provide:

- (a) Receipt, processing and tracking of orders and delivery of goods and services in a timely manner;
- (b) Accurate, comprehensible and timely invoices;
- (c) Readily available.

Section A

B21.6 Further to B21.1(e), the Evaluated Bid Price for Section A shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B21.7 The City will apply a **5 percent incentive** to Bidders who bid the City Desktop Standard Hewlett-Packard Business / Commercial product line.

Section B

B21.8 Further to B21.1(e), the Evaluated Bid Price for Section B shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B21.9 This Contract may be awarded By Section or as a whole.

B22. AWARD OF CONTRACT

B22.1 The Award Authority will give notice of the award of the Contract or will give notice that no award will be made.

B22.2 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 Proposals are determined to be responsive.

B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Proposal is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B22.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.

B22.4 Where the Contract is proposed in separate sections, or with alternatives, the City reserves the right to choose any alternative which is in the best interests.

PART C

GENERAL CONDITIONS

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

C1.1 The *General Conditions for the Supply and Delivery of Goods* (Form 21: 88 03) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for the Supply and Delivery of Goods* are available in Adobe Acrobat (.pdf) format on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.

PART D

SUPPLEMENTAL CONDITIONS

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. DEFINITIONS

- D2.1 When used in this Request for Proposal:
- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
 - (b) "**may**" indicates an allowable action or feature which will not be evaluated;
 - (c) "**must**" or "**shall**" indicates a mandatory requirement which will be evaluated on a pass/fail basis;
 - (d) "**should**" indicates a desirable action or feature which will be evaluated on a relative scale;
 - (e) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Proposals;

D3. CONTRACT ADMINISTRATOR

- D3.1 The Contract Administrator is:
- Barry Tobin
Contracts Officer
Materials Management Branch
- Telephone No. (204) 986-2126
Facsimile No. (204) 949-1178

D4. NOTICES

- D4.1 GC.7.05 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

- D4.2 GC.7.05 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.
- D4.3 Further to GC.7.05, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D4.4, D4.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D3.1.
- D4.4 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:
- The City of Winnipeg
Chief Administrative Officer Secretariat
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174
- D4.5 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:
- The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

D5. SCOPE OF WORK

- D5.1 The Work to be done under the Contract shall consist of supply and delivery of PC Hardware and peripherals for the period of December 13, 2005 to December 12, 2008 with the possibility of two (2) - one (1) year extensions, in accordance the applicable Specifications.
- D5.2 The major components of the Work are as follows:
- (a) Section A shall be:**
- (i) Tier 1 Business / Corporate Desktop Personal Computers; and
 - (ii) Tier 1 Portables

Section A products shall have the same Brand name. (e.g. Hewlett-Packard , IBM or Dell)

- (b) Section B shall be:**
- (i) Intel based Servers with up to four (4) processors;
 - (ii) Networked Printers.
- (c) the provision of:**
- (i) Extended warranty services; and
 - (ii) Technical support services; and
 - (iii) Configuration services.

- D5.3 The Work shall be done on an "as required" basis during the term of the Contract.

- D5.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.
- D5.3.2 Subject to GC.4.07, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D6. ORDERS

- D6.1 The Contractor shall provide:
- (a) One (1) contact person and one (1) alternate/ backup contact. An operating, customer specific Internet webpage with online ordering capability, or equivalent, where equivalency is in the sole opinion of the City.
 - (i) The information quoted on the webpage shall include current City price and delivery times for the product.
 - (b) a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may also be placed.
 - (c) a local Winnipeg telephone number and facsimile number, or a toll-free telephone number and facsimile number for a contact person(s).
- D6.2 Delivery shall be ten (10) Business days from placement of order.
- D6.3 Orders shall be confirmed within twenty-four (24) hours of placement.
- D6.4 If an order cannot be delivered within ten (10) Business days of placement of an order, the Contractor shall notify the user. The user may then:
- (a) Authorize the proposed delivery date;
 - (b) Authorize the Contractor to supply a permanent or temporary substitute; or
 - (c) Delete any or all of the order and obtain the item(s) from any alternate means.
- D6.5 Unless stipulated otherwise at the time of ordering partial shipments will be allowed.
- D6.6 The City may, at no cost to the City, cancel an order which has not been shipped (physically left the Contractor's facility).
- D6.7 The Bidder shall describe, in an attachment to their Bid submission, their supply and distribution network including processing, locations of key inventories and transportation arrangements.

D7. ORDER TRACKING

- D7.1 The Contractor shall monitor the status of each order placed pursuant to the Contract.
- D7.2 Immediately upon detecting any imminent failure to deliver an order by the date agreed, pursuant to D6, the Contractor shall advise the user. The user may then:
- (a) Authorise a revised delivery date;
 - (b) Authorize the Contractor to supply a permanent or temporary substitute; or
 - (c) Delete any or all of the order and obtain the item(s) from any alternate means.
- D7.3 The Contractor shall, upon request of the user, provide an accurate status report and estimated delivery date for an order.
- D7.4 Further to D6.1(a)(i) the webpage shall provide accurate status reports and estimated delivery dates for an order.

D8. RETURN OF GOODS

- D8.1 Goods incorrectly supplied as a result of the Contractors error shall be returned at no cost to the City.
- D8.2 Goods incorrectly supplied as a result of the City's error will be returned at the City's cost.
- D8.3 The Bidder shall describe the proposed procedure for return of incorrect goods, including any conditions or restocking charges for incorrect goods supplied as a result of the City's error.

D9. CHANGES IN THE WORK

- D9.1 Further to G.C. 4.05, the City anticipates the during the term of the Contract there will be changes including but not limited to:
- (a) Products line / model availability;
 - (b) Product standards required to meet requirements and recommendations of software suppliers.
- D9.2 Changes shall be addressed in accordance with GC 4.05 to GC 4.08 of the General Conditions.
- D9.3 Where a product line is discontinued by the Manufacturer or otherwise becomes unavailable in the market, the Contractor shall provide detailed technical literature on the proposed replacement. The Contract Administrator will determine the acceptability of the proposed replacement product.
- D9.4 Where the Contractor is unable to provide a replacement product to meet change in the City's requirements, the City shall have the right to remove the product

D10. NEW PRODUCTS

- D10.1 In the course of business, the City will be required to make additions to the Contract.
- D10.2 The City may, from time to time, request the addition of products to the Contract under the same terms and conditions and by using the same price determination mechanism specified on Form B: Prices.

D11. OBSOLETE PRODUCTS

- D11.1 In the course of business, the City will be required to make deletions to the Contract.
- D11.2 The City may, should the requirement for a product no longer exist, remove products from the Contract.

D12. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

- D12.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- D12.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.

- D12.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

SUBMISSIONS

D13. AUTHORITY TO CARRY ON BUSINESS

- D13.1 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.

D14. INSURANCE

- D14.1 The Contractor shall provide and maintain commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, to remain in place at all times during the performance of the Work.
- D14.2 Deductibles shall be borne by the Contractor.
- D14.3 The Contractor shall provide the Contract Administrator with a certified true copy or a certificate of insurance of the policy at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in GC.3.01 for the return of the executed Contract.
- D14.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

SCHEDULE OF WORK

D15. COMMENCEMENT

- D15.1 The Contractor shall not commence any Work until he is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.
- D15.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence that the Contractor is 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;
 - (ii) evidence of the insurance specified in D14;

D16. COOPERATIVE PURCHASE

- D16.1 Bidders are advised that from time to time during the term of the Contract, the Contract Administrator may approve the participation of other public sector organisations, including but not limited to municipalities, universities, schools and hospitals.

- D16.2 If the location of any potential participant is beyond the boundaries of the City of Winnipeg the Contractor shall notify the Contract Administrator in writing of the amount of any additional delivery charges.

WARRANTY

D17. WARRANTY

- D17.1 Further to GC.10.01, if a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.
- D17.2 Notwithstanding GC.10.01, GC.10.02 and D17.1, if any law of Manitoba or of the jurisdiction in which the Work was manufactured requires, or if the manufacturer provides, a longer warranty period or a warranty which is more extensive in its nature, then the provisions of such law or manufacturer's warranty shall apply.

D18. OPTIONAL WARRANTIES

D18.1 For Items listed in Section A

- (a) Further to D17, Goods supplied to the City under Section A Item 1 of the Contract shall come complete with mandatory three (3) year on site warranty.
- (b) Further to D17, Goods supplied to the City under Section A Item 2 of the Contract shall come complete with mandatory three (3) year.

D18.2 For Items listed in Section B

- (a) Further to D17, If the user elects at the time of ordering goods , the Contractor may provide at an additional charge either:
 - (i) An upgrade to the basic warranty to provide on-site warranty service;
 - (ii) An upgrade and extension of the basic warranty to provide on-site warranty service for an additional one (1) or two (2) period.

PART E

SPECIFICATIONS

PART E - SPECIFICATIONS

GENERAL

E1. GENERAL

E1.1 These Specifications shall apply to the Work.

E2. GOODS

E2.1 The Contractor shall supply PC Hardware and peripherals in accordance with the requirements hereinafter specified.

E2.2 Desktop Personal Computer

- (a) Published Business Class Desktop
- (b) Microsoft Windows XP Professional SP2
- (c) Intel Pentium 4 3.2 Ghz processor 1 MB L2 cache
- (d) Minimum 512 MB DDR PC3200 memory
- (e) Minimum four (4) DIMM slots
- (f) Intel 915G Express Chipset
- (g) Intel Graphics Media Accelerator 900
- (h) Gigabit Ethernet controller with Wake-On-LAN, PXE 2.0, and ACPI Power Management
- (i) Minimum 80 GB SATA 7200 rpm hard drive with SMART technology
- (j) Minimum 48X DVD/CD-RW combo drive
- (k) Minimum six (6) USB 2.0 ports
- (l) Minimum one (1) 9 pin Serial Port
- (m) Minimum one (1) Parallel Port
- (n) Integrated AC '97 audio with line out and microphone jacks
- (o) Each unit must ship with a recovery kit containing Operating System Recovery and Driver/Application Recovery discs
- (p) Each unit must ship with Client Management software preloaded providing asset tracking, diagnostics and alerting
- (q) Minimum 300 watt power supply
- (r) Security features must include Power On Password, Setup Password, and Memory Change Alert
- (s) Warranty must be minimum 3 year parts and labour on-site with toll free 7X24 telephone support
- (t) Power management support must include S3 Suspend to RAM and ACPI
- (u) Stable platform with minimum 12 months availability following general release

E2.3 Portables

- (a) Published Business Class Laptop
- (b) Microsoft Windows XP Professional SP2
- (c) Intel Pentium M 760 processor, 2 MB L2 cache

- (d) 512 MB ram, single SODIMM module, upgradeable to 2,048 MB maximum with 2 SODIMM slots
- (e) Mobile Intel 915PM Express chipset
- (f) Minimum 15" TFT WSXGA active matrix display
- (g) PCI Express display adapter, 64 MB minimum memory
- (h) Gigabit PCI Express Ethernet controller with Wake-On-LAN, PXE 2.0, and ACPI 1.1a Power Management
- (i) 56KB internal modem
- (j) 802.11 a/b/g integrated wireless with Cisco compatible extension support version 3.0
- (k) Dual pointing devices, touchpad and track stick
- (l) Minimum 60 GB 5400 rpm hard drive
- (m) Minimum 24X DVD/CD-RW combo drive
- (n) Minimum one PC Card Slot, Type I/II supporting 32 bit Cardbus and 16 bit PC cards
- (o) Minimum three (3) USB 2.0 ports
- (p) Optional Bluetooth support
- (q) TPM embedded security chip
- (r) Integrated 16-bit Sound Blaster Pro compatible AC '97 audio with line out and microphone jacks
- (s) Integrated stereo speakers
- (t) Smart Card Reader
- (u) Each unit must ship with a recovery kit containing Operating System Recovery and Driver/Application Recovery discs
- (v) Each unit must ship with Client Management software preloaded providing asset tracking, diagnostics and alerting
- (w) Security features must include Power On Password, Setup Password, Drivelock, Kensington cable lock slot, and Memory Change Alert
- (x) Each unit must have an optional Docking Station solution
- (y) Warranty must be minimum 3 year parts and labour with toll free 7X24 telephone support, upgradeable to include on-site support
- (z) Power conservation support must include Intel SpeedStep technology and be ACPI compliant
- (aa) Primary battery must be Lithium-Ion

E2.4 Servers

- (a) IBM X Series 236, Part# 884121U
- (b) HP ML370T04, Part# 379912-001

E2.5 Printers

- (a) HP Networked printer, Model # 4250dtn, Part# Q5403A
- (b) Lexmark Network Printer, Model # T634tn, Part# 10G1630

E3. DELIVERY

- E3.1 Goods shall be delivered on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to various locations within the City.
- E3.1.1 Goods shall be delivered within ten (10) Business Days of the placing of an order, except where otherwise agreed at the time of ordering.
- E3.1.2 When a user places an order, the Contractor shall confirm the price and delivery date(s) within twenty-four (24) hours.
- E3.2 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.
- E3.3 The Contractor shall off-load goods as directed at the delivery location.