



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO.268-2007**

**SUPPLY AND DELIVERY OF OFFICE SUPPLIES**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SUPPLY AND DELIVERY OF OFFICE SUPPLIES

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, June 5, 2007.

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

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

### **B3. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall 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. ADDENDA**

B4.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B4.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B4.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B5. SUBSTITUTES**

- B5.1 The Work is based on the materials, equipment, methods and products specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B5.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative shall base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B13.
- B5.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B6. BID SUBMISSION**

- B6.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices;

- B6.2 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.
- B6.3 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.
- B6.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Branch  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B6.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B6.6 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, may result in the Bid being determined to be non-responsive.
- B6.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.
- B6.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.
- B7. BID**
- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B7.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B7.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.

B7.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.

B7.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid Submission and the Contract, when awarded, shall be both joint and several.

## **B8. PRICES**

B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices, **in accordance with B13.4 (a) and (b).**

B8.1.1 Prices on Form B: Prices shall include:

- (a) duty;
- (b) freight and cartage;
- (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
- (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.

B8.1.2 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.

B8.2 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.

B8.3 The quantities listed on Form B: Prices are to be considered **approximate only and are based on usage for 1 year**. The City will use said quantities for the purpose of comparing Bids.

B8.4 Form B: Prices shall be in effect from August 1, 2007 to December 31, 2007.

- (a) The Unit Prices for each Item No., from 1 to 98 shall be the annual published catalogue price bid (pursuant to Form B), less the Discount-Off (bid) in %, (pursuant to Form B:).
- (b) **effective January 1<sup>st</sup> of each year during the term of the Contract** or fifteen (15) Calendar Days after providing a new annual published catalogue to each User, whichever is later, the Unit Price for each Item No., from 1 to 100, shall be the **new annual catalogue price** less the Discount-Off (bid).
- (c) The **Discount Off (in %) bid** on Form B: Prices **shall be in effect from** August 1, 2007 to July 31, 2012.

B8.5 If, at any time during the term of the Contract, the Contractor advertises a special offer or "sale", the User may purchase goods under the terms and conditions of the Contract, or the terms and

conditions of the “sale”. The Contractor shall disclose to each User any difference between the terms and conditions in each case (example, limited quantities, stale dated goods, etc.)

## **B9. QUALIFICATION**

B9.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; 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.

B9.2 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 Branch internet site at <http://www.winnipeg.ca/matmgt>.

B9.3 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);

B9.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B9.5 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.

## **B10. OPENING OF BIDS AND RELEASE OF INFORMATION**

B10.1 Bid Submissions will not be opened publicly.

B10.2 After 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 Branch internet site at <http://www.winnipeg.ca/matmgt>.

B10.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B10.4 The Bidder is advised that any information contained in any Bid Submission may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

## **B11. IRREVOCABLE BID**

- B11.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B11.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

## **B12. WITHDRAWAL OF BIDS**

- B12.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B12.1.1 Notwithstanding GC.7.05(2), the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B12.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B12.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:
- (a) retain the Bid Submission until after the Submission Deadline has elapsed;
  - (b) open the Bid Submission to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
  - (c) if the notice has been given by any one of the persons specified in B12.1.3(b), declare the Bid withdrawn.
- B12.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B11.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the 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.

## **B13. EVALUATION OF BIDS**

- B13.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
  - (c) completeness of items bid (pass/fail) 25 Pts;
  - (d) Total Bid Price 50 Pts;
  - (e) Discount Off 25 Pts;
  - (f) economic analysis of any approved alternative pursuant to B5.
- B13.2 Further to B13.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements if the interests of the City so require.
- B13.3 Further to B13.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid Submission or in other information required to be submitted, that he is responsible and qualified.
- B13.4 Further to B13.1(c), **Completeness of items** offered will be evaluated on the following basis:



- (a) Responsive bids for not less than seventy-eight (78) items from Item No's 1 to 98, on Form B: Prices, will be deemed a "pass", for a score of 20 points.
  - (i) Any unit price not filled in for an item number between 1 to 98 on Form B: Prices, will be given a value based on the average prices bid.
  - (ii) A half-point (.50) for each additional item thereafter, for which the bid is deemed responsive, to a maximum of five (5) points.
- (b) Responsive bids for Item No's 99 and 100.

- B13.5 Further to B13.1(d), the **Total Bid Price shall be** the approximate quantity multiplied by (the annual published catalogue price (bid) less the Discount-Off (in %) bid **for Items 1 to 98** shown on Form B: Prices.
- B13.6 Further to B13.1(e) the **Discount-Off for Item 99 and 100** will be evaluated based on the greatest percent discount bid for up to 12.5 points for each Item.
- B13.5 This Contract will be awarded as a whole or substantial whole.
- B13.5.1 Notwithstanding B13.4, the Bidder is not required to bid on all items to be eligible for award of the Contract.

#### **B14. AWARD OF CONTRACT**

- B14.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B14.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B14.2.1 Without limiting the generality of B14.2, the City will have no obligation to award a Contract where:
  - (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Bid is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B14.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.
- B14.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.
- B14.4 Notwithstanding GC.3.01 and GC.3.02, the City will issue a **Contract Number** to the successful Bidder in lieu of the execution of a Contract.
- B14.5 The Contract Documents, as defined in GC.1.01(7), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

## **PART C - GENERAL CONDITIONS**

### **C1. GENERAL CONDITIONS**

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

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

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of Supply and Delivery of Office Supplies for the period August 1, 2007 to July 31, 2012.
- D2.2 The Work shall be done on an "as required" 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 Subject to GC.4.08, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

#### D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
  - (b) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Bids;
  - (c) "**Award Authority**" means the authority having the jurisdiction to award the Contract according to the City's by-laws, policies or procedures;
  - (d) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
  - (e) "**Sale**" means a period during which goods from the Catalogue are offered at a further reduced price, or Goods not normally inventoried in the catalogue are offered at a reduced price.

#### D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:  
Rachel Eccles

Contracts Officer  
185 King Street, Main Floor  
R3B 1J1

Telephone No. (204) 986-2451  
Facsimile No. (204) 949-1178

## **D5. NOTICES**

D5.1 GC.7.05 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

D5.2 GC.7.05 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.

D5.3 Further to GC.7.05, all notices, consents, approvals, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.4, D5.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.

D5.4 All notices of appeal to the Chief Administrative Officer shall be sent to the following address or facsimile number:

The City of Winnipeg  
Chief Administrative Officer Secretariat  
Administration Building, 3rd Floor  
510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: (204) 949-1174

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

The City of Winnipeg  
Corporate Services Department  
Legal Services Division  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1  
Facsimile No.: (204) 947-9155

## **SUBMISSIONS**

### **D6. AUTHORITY TO CARRY ON BUSINESS**

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

### **D7. INSURANCE**

D7.1 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) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance.

D7.2 Deductibles shall be borne by the Contractor.

D7.3 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 the date specified in GC.3.01 for the return of the executed Contract.

D7.4 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.

D7.5 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

### D8. COMMENCEMENT

D8.1 The Contractor shall not commence any Work until he is in receipt of a Contract number authorizing the commencement of the Work.

D8.2 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 D7;
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

### D9. ORDERS

D9.1 The Contractor shall:

- (a) receive queries and orders (at minimum ) between the hours of 8:30 a.m. and 4:30 p.m. on Business Days;
- (b) provide systems to allow Users to place orders via **telephone, facsimile, internet e-mail, and internet** website:
  - (i) and shall generate and assign a unique customer identification number for each delivery location, referencing the User requesting the location and establishing and maintaining orders and account information for the duration of the Contract.
  - (ii) and shall not assign more than 1 identification number to a delivery address;
  - (iii) and shall accepting orders only from a User who provides the customer identification number;
  - (iv) and shall allow a designated User to establish several delivery locations (within their Division). The Contractor shall release the identification number(s) to that User;

- (v) and shall generate and assign a unique customer password for each internet **e-mail and internet website** User, in accordance with D12.2.1, accepting orders only from a User who provides the customer password.
- (vi) and shall generate and release an order confirmation number to the requesting User for each order placed.
- (vii) maintain the systems confidential to the City of Winnipeg;
- (c) provide a local Winnipeg number or a toll-free number at which orders via **telephone and facsimile** may be placed;
- (d) provide no-fee access to internet e-mail and websites;
- (e) provide a template order form for **e-mail and facsimile orders** (which shall be approved by the Contract Administrator), and shall incorporate the following features:
  - (i) email and facsimile forms shall be compatible with Microsoft Word 2003, and suitable for attachment.
  - (ii) shall include the Contractor name, facsimile number, and email address.
  - (iii) shall include fields for the requesting User name, User Department, User delivery address, User customer identification, and User purchase order number.
  - (iv) shall be 8 ½" x 11" or smaller.
- (f) ensure the internet **website** is compatible with Microsoft Internet Explorer Version 6 or higher, has built-in encryption and password protection pursuant to D12.2.1, and is compatible with City of Winnipeg corporate firewalls.

#### **D10. TRAINING AND PROCEDURES**

- D10.1 The Contractor shall provide a brief (ten or fifteen minute) on-site training session to familiarize all employees using the system and to facilitate and familiarize initial internet activation. Depending on availability of Users, training may be given in group session or an individual basis.
- D10.2 The Contractor shall provide an order procedure guide. The guide shall contain as a minimum, information regarding:
- (a) order placement;
  - (b) access to the Contractor's internet web site;
  - (c) account set-up;
  - (d) return procedures;
  - (e) invoice contact information; and
  - (f) customer service contact information.

#### **D11. RECORDS**

- D11.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D11.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) User name(s) and addresses;
  - (b) order date(s);
  - (c) delivery date(s); and
  - (d) description, price, and quantity of goods supplied.
- D11.3 The Contractor shall provide records information, within fifteen (15) Calendar Days of the request by the Contract Administrator, **which may be requested to be organized in the following sequence(s)**:
- (a) most frequently ordered high value items;

- (b) most frequently ordered low value items;
- (c) most frequently ordered items;
- (d) breakdown of items ordered by product-category, and the category's associated percentile of sales.

D11.3.1 The Contractor shall provide the records in an interactive format, and shall modify or re-order information as requested by the Contract Administrator.

## **MEASUREMENT AND PAYMENT**

### **D12. INVOICES**

D12.1 Further to GC.9.01 and notwithstanding GC.9.03, if the User submits a purchase order number, the Contractor shall submit an invoice in accordance with D12.1. If the User submits a purchasing card, the Contract shall submit a statement or credit card receipt to the User.

- (a) the Contractor shall submit the invoice or statement/receipt to the delivery location, unless otherwise requested by the User.

D12.2 Invoices must clearly indicate, as a minimum:

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

D12.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D12.4 The Contractor shall submit invoices to the locations designated at the time of ordering.

D12.5 Further to GC.9.01 and GC.9.03, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

### **D13. PAYMENT**

D13.1 Each User shall have a choice of the following alternatives for being invoiced and rendering payment:

- (a) Charge to purchasing card;
- (b) Monthly invoice; or
- (c) Individual invoices for each order

## **INDEMNITY**

### **D14. INDEMNITY**

D14.1 Notwithstanding GC 7.03, the Contractor shall indemnify the City in the amount of a minimum of twice the Contract value plus two (2) million dollars.

## **PURCHASING CARD**

D14.2 The Contractor shall allow Users to charge items to their purchasing cards at no extra cost.

- D14.2.1 If the Contractor has a web site which allows Users to order and charge items via the internet the Contractor shall utilize one of the following:
- (a) If the Contractor's website allows Users to enter their purchasing card numbers for payment via the internet, the Contractor shall utilize SSL Technology. All purchasing card information shall be stored utilizing encryption. If User purchasing card information is being transmitted by the Contractor, this information must be transferred utilizing encryption; and/or
  - (b) If the Contractor stores purchasing card numbers in a separate location, their internet site shall allow Users to charge orders to their purchasing cards without having to enter their purchasing card number. The Contractor's internet site shall link the appropriate Users order to their purchasing card when provided with a valid customer identification and security code. All purchasing card information shall be stored utilizing encryption. If User purchasing card information is being transmitted by the Contractor, this information must be transferred utilizing encryption.
- D14.3 Further to GC.7.05, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.4, D5.5, or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.

## **WARRANTY**

### **D15. WARRANTY**

- D15.1 Warranty is as stated in GC 10.1.



## PART E - SPECIFICATIONS

### E1. APPLICABLE SPECIFICATIONS

### E2. GENERAL

- E2.1 These Specifications shall apply to the Work.
- E2.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B5 prior to the Bid Submission
- E2.3 Additional items which are represented by separate Contracts, and **in most cases which shall not be permitted to be supplied** under the Supply and Delivery of Office Supplies Contract, include:
- (a) flat sheet paper (bond paper and photocopier paper);
  - (b) printer and fax toner cartridges, new and rejuvenated;
  - (c) computer hardware, software, peripherals and related supplies (other than diskettes and CD's);
  - (d) 4.5" x 6<sup>5/8"</sup>, 24lb open side unprinted envelopes.
- E2.4 The Contractor shall provide local Winnipeg numbers or toll-free numbers outlining designated contact person(s) who will facilitate the resolution of Contract issues, including:
- (a) your liaison assigned to the Contract Administrator, for all Contract related issues;
  - (b) your Accounts Receivable designate(s) for User Accounts Payable issues;
  - (c) your Customer Services designate(s) for User Order Placement and issues;
  - (d) your Service Escalation designate for all issues.
- E2.5 There are approximately 100 delivery locations, and the Contractor shall establish the account and related records in accordance with D9.1(b)(i).

### E3. GOODS

- E3.1 The Contractor shall supply and deliver office supplies in accordance with the requirements hereinafter specified.
- E3.2 Notwithstanding B13.4, the Contractor shall make their entire annual published catalogue available to the Users.
- E3.3 Goods to be supplied shall be in accordance with Form B:Prices and pursuant to B8.4.

### E4. DELIVERY

- E4.1 Delivery shall be on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to various locations within the City.
- E4.2 Goods shall be delivered between 8:30 a.m. and 4:00 p.m. on Business Days, unless otherwise agreed at the time of ordering.
- E4.3 Goods shall be delivered within one (1) business day (twenty-four hours), except where otherwise agreed at the time of ordering.
- E4.4 Where an ordered item cannot be delivered within the time period specified in, the Contractor may supply a replacement product if approval is granted by the User. Each suggested replacement item must be approved by the User.

- E4.5 The City will consolidate orders whenever possible but will not incur any minimum order/delivery charges.
- E4.6 The Contractor shall off-load goods as directed at the delivery location.