



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 117-2010

**SUPPLY AND DELIVERY OF DISPOSABLE PAPER PRODUCTS (PAPER TOWELS,
TOILET TISSUE, FACIAL TISSUE, AND WIPERS)**

TABLE OF CONTENTS

PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	3

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Addenda	1
B5. Substitutes	2
B6. Bid Submission	2
B7. Bid	3
B8. Prices	4
B9. Qualification	4
B10. Opening of Bids and Release of Information	5
B11. Irrevocable Bid	5
B12. Withdrawal of Bids	5
B13. Evaluation of Bids	6
B14. Award of Contract	6

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Contract Administrator	1
D4. Notices	1

Submissions

D5. Authority to Carry on Business	2
D6. Insurance	2

Control of Work

D7. Commencement	2
D8. Delivery	2
D9. Orders	3
D10. Records	3

Measurement and Payment

D11. Invoices	3
D12. Payment	4
D13. Purchasing Card	4
D14. Payment	4

Warranty

D15. Warranty	4
---------------	---

PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. approved products	1

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND DELIVERY OF DISPOSABLE PAPER PRODUCTS (PAPER TOWELS, TOILET TISSUE, FACIAL TISSUE, AND WIPERS)

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. December 10, 2010.

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 D3.1.

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 Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B4.2.2 The Bidder is responsible for ensuring that he 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.

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 Plant, Materials and methods 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 five (5) 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 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.
- 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 may 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 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.
- B5.10 Notwithstanding B5.2 to B5.9, and in accordance with B6.5, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B13.1(a).

B6. BID SUBMISSION

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

- (b) Form B: Prices;
 - (c) The Bidder should provide one (1) representative sample of the product being bid. The product shall have the original manufacture packaging and label and shall be supported by the manufacture's specifications. The Bidder shall ensure the Approved Product number is noted on the representative sample.
- 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 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.5 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 B13.1(a).
- B6.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.7 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
- B6.7.1 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.
- B6.8 If the Bid 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 should be printed below such signatures.
- 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 and the Contract, when awarded, shall be both joint and several.

B8. PRICES

- B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B8.1.1 Notwithstanding C11.1.1, 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.
- B8.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B8.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B8.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

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 Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

- 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 Bids will not be opened publicly.
- B10.2 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 <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 Division website at <http://www.winnipeg.ca/matmgt>
- B10.4 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.

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 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.
- 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 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 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, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B8.4 (pass/fail);
 - (c) Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B5;
 - (e) costs to the City of administering multiple contracts.
- B13.2 Further to B13.1(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.
- 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 or in other information required to be submitted, that he is responsible and qualified.
- B13.4 Further to B13.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B13.5 This Contract may be awarded as a whole or separately by item as identified on Form B: Prices.
- B13.5.1 Notwithstanding B8.1, the Bidder may, but is not required to bid on all items.
- B13.5.2 Notwithstanding B14.3, the City shall not be obligated to award any item to the responsible Bidder submitting the lowest evaluated responsive Bid for the item and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on all items, he shall have no claim against the City if his partial Bid is rejected in favour of an award of the Contract as a whole.

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 in accordance with B13.

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 C4.1, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B14.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Supply of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

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 the Supply and Delivery of Disposable Paper Products (Paper Towels, Toilet Tissue, Facial Tissue, and Wipers) for the period of January 1, 2011 to December 31, 2011, with the option of five (5) 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 1st 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" basis during the term of the Contract.

D2.2.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.2.2 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:
Rachel Eccles, C.P.P. (S.C.M.P.)
Contracts Officer
Materials Management Division

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

D3.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D4. NOTICES

D4.1 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

D5. AUTHORITY TO CARRY ON BUSINESS

D5.1 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.

D6. INSURANCE

D6.1 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 required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work;

D6.2 Deductibles shall be borne by the Contractor.

D6.3 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.

D6.4 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.

D6.5 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

D7. COMMENCEMENT

D7.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.

D7.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D5;
 - (ii) evidence of the insurance specified in D6; and
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D7.3 The City shall award this Contract by December 15, 2010.

D8. DELIVERY

D8.1 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, including one (1) location outside of the City limits:

Water Treatment plant
Lot 57082
Provincial Road No. 207
Rural Municipality of Springfield Manitoba (Class B1 roadway) facilities that
Deacon's construction facilities during the Contract.

- D8.1.1 Goods shall be delivered within three (3) Business Days of the placing of an order, except where otherwise agreed at the time of ordering.
- D8.1.2 The Contractor shall promptly report any delay or change to an agreed delivery date to the User.
- D8.2 Goods shall be delivered between 8:30 a.m. and 2:00 p.m. on Business Days, except where otherwise agreed at the time of ordering.
- D8.3 The Contractor shall off-load goods as directed at the delivery location.

D9. ORDERS

- D9.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D10. RECORDS

- D10.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D10.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
 - (b) order date(s);
 - (c) service date(s); and
 - (d) description and quantity of services provided.
- D10.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

MEASUREMENT AND PAYMENT

D11. INVOICES

- D11.1 Further to C11, the Contractor shall submit an invoice for each order 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
- D11.2 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 goods delivered;
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Contractor's GST registration number.

D11.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D11.4 Bids Submissions must be submitted to the address in B6.7.

D12. PAYMENT

D12.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D12.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D13. PURCHASING CARD

D13.1 The Contractor shall allow Users to charge items to their purchasing cards at no extra cost.

D13.2 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. 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.

WARRANTY

D15. WARRANTY

D15.1 Warranty is as stated in C12.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Notwithstanding B5, **only approved products shall be allowed.** Bidder's wishing to submit their products for approval may do so in writing to the Contract Administrator for consideration for the next contract period.
- E1.3 The Contractor shall be responsible to supply and install dispensers to fit the approved product at no additional cost to the City of Winnipeg. Any new dispenser shall be approved by the Contract Administrator before installation and the City reserves the right to install the dispensers.
- E1.4 The dispensers shall become the property of the City of Winnipeg.
- E1.5 The Contractor shall be responsible to maintain, and replace dispensers (when under normal use) for the duration of the Contract, at no cost to the City to various City of Winnipeg locations, including:
Water and Waste Department
Water Treatment plant
Lot 57082
Provincial Road No. 207
Rural Municipality of Springfield Manitoba (Class B1 roadway) facilities that Deacon's construction facilities during the Contract.

E2. APPROVED PRODUCTS

- E2.1 The Contractor shall supply disposable paper products from the following approved products list.
- E2.2 Item No. 1 - Paper Towel Rolls – 1 ply:
- | | | | | | | | |
|-----|----------------|------------|--------------|---------------------------|--------|---------|--------|
| (a) | Product RK206E | Tork | SCA | Universal Hand Roll Towel | (roll) | Natural | 1 ply; |
| (b) | Product 01930 | White Swan | Kruger Paper | Paper Towel Rolls | (roll) | White | 1 ply; |
| (c) | Product 01560 | Embassy | Kruger Paper | Premium Paper Towel Rolls | (roll) | White | 1 ply. |
- E2.3 Item No. 2 - Paper Towel Rolls – Jumbo - 1 ply:
- | | | | | | | | |
|-----|---------------|--------------------|-----------------|------------------------------|--------|---------------|--------|
| (a) | Product 31400 | Ecosoft Green Seal | BayWest | Controlled Jumbo Paper Towel | (roll) | Natural White | 1 ply; |
| (b) | Product 45900 | Ecosoft Green Seal | BayWest | Universal Jumbo Paper Towel | (roll) | Natural White | 1 ply; |
| (c) | Product 1870 | North River | Cascades | Jumbo Paper Towel | (roll) | Moka Natural | 1 ply; |
| (d) | Product 1805 | Horizon | Cascades | Jumbo Paper Towel | (roll) | Ultra White | 1 ply; |
| (e) | Product 01040 | Scott | Kimberley Clark | Jumbo Hard Towel | (roll) | White | 1 ply; |
| (f) | Product 01140 | Embassy | Kruger Paper | Supreme Jumbo Paper Towel | (roll) | White | 1 ply. |
- E2.4 Item No. 3 – Paper Towel Sheets - Singlefold - 1 ply:
- | | | | | | | | |
|-----|----------------------|-----------|-----------------|----------------------------------|--------|-------|--------|
| (a) | Product 1766 | Décor | Cascades | Singlefold Paper Towel | (band) | White | 1 ply; |
| (b) | Product SB1840 | Tork | SCA | Universal Singlefold Paper Towel | (band) | White | 1 ply; |
| (c) | Product SK1850E | Tork | SCA | Universal Singlefold Paper Towel | (band) | White | 1 ply; |
| (d) | Product 01010 | Embassy | Kruger Paper | Singlefold Paper Towel | (band) | White | 1 ply; |
| (e) | Product 01700 (West) | Tradition | Kimberley Clark | singlefold Paper Towel | (band) | White | 1 ply. |

E2.5 Item No. 4 – Paper Towel Rolls – Centre Pull - 2 ply:

- | | | | | | | |
|-----|---------------|--------|-----------------|--------------------------|-------|--------|
| (a) | Product 01020 | Scott | Kimberley Clark | Centre Pull Towel (roll) | White | 2 ply; |
| (b) | Product 725 | Merfin | Merfin System | Centre Pull Towel (roll) | White | 2 ply. |

E2.6 Item No. 5 – Toilet Tissue - Rolls - 1 ply:

- | | | | | | | |
|-----|-----------------|------------|-----------------|------------------------------|-------------------|--------|
| (a) | Product 1458/01 | Envision | Georgia Pacific | Ecologo Toilet Tissue (roll) | White (no emboss) | 1 ply; |
| (b) | Product 05103 | White Swan | Kruger Paper | Toilet Tissue (roll) | White | 1 ply. |

E2.7 Item No. 6 – Toilet Tissue - Rolls - 2 ply:

- | | | | | | | |
|-----|---------------|-------------|-----------------|----------------------|-------|--------|
| (a) | Product 4050 | Enviro | Cascades | Toilet Tissue (roll) | white | 2 ply; |
| (b) | Product 4058 | North River | Cascades | Toilet Tissue (roll) | Whi5 | 2 ply; |
| (c) | Product 48040 | Scott | Kimberley Clark | Toilet tissue (roll) | White | 2 ply; |
| (d) | Product 05131 | Embassy | kruger Paper | Toilet Tissue (roll) | White | 2 ply; |
| (e) | Product 05705 | Purex | Kruger Paper | Toilet Tissue (roll) | White | 2 ply. |

E2.8 Item No. 7 – Facial Tissue - Tissues - 2 ply:

- | | | | | | | |
|-----|----------------|--------------------|---------|------------------------|-------|--------|
| (a) | Product 13000 | Ecosoft Green Seal | BayWEst | Facial Tissue 100 /box | White | 2 ply; |
| (a) | Product 15000 | Ecosoft Green Seal | BayWEst | Facial Tissue 160 /box | White | 2 ply; |
| (b) | Product TF6810 | Tork Advanced | SCA | Facial Tissue 100 /box | White | 2 ply. |

E2.9 Item No. 8 – Wipers:

- | | | | | | | |
|-----|---------------|----------|-----------------|---------------------------------------|-------|--------|
| (a) | Product 34120 | Kimwipes | Kimberley Clark | Delicate Task Wiper-Sheets (box) | White | 1 ply; |
| (b) | Product 34256 | Kimwipes | Kimberley Clark | Delicate Task Wiper-Sheets (box) | White | 1 ply; |
| (c) | Product 47000 | Wypall | Kimberley Clark | All Purpose Wypall-Quarterfold (band) | White | 1 ply; |
| (d) | Product 35401 | Wypall | Kimberley Clark | X60 Hydroknit Wyper-Small Roll (roll) | White | 1 ply; |
| (e) | Product 34900 | Wypall | Kimberley Clark | X60 Hydroknit Wiper-Flat sheet (box) | White | 1 ply; |
| (f) | Product 58310 | Wypal | Kimberley Clark | Heavy Duty Wipe – sheet (Cansiter) | Green | 1 ply; |
| (g) | Product 41029 | Wypal | Kimberley Clark | Heavy Duty Wipe- sheet (Quarterfold) | red | 1 ply. |