



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 352-2012**

**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, July 19, 2012.

B2.2 Proposals 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 Request for Proposal, 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 Request for Proposal 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 Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B4. CONFIDENTIALITY**

B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

B4.2 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.

### **B5. ADDENDA**

B5.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

## **B6. SUBSTITUTES**

- B6.1 The Work is based on the materials, equipment, methods and products specified in the Request for Proposal.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
    - (i) The bidder shall further refer to the current Contractor catalogue Item No. and Page, noted in SPEC REF. noted on Form B:Prices, for a more detailed **ITEM NO. DESCRIPTION.**
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B6.6.1 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/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.

- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B16.
- B6.9 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.
- B6.10 Notwithstanding B6.2 to B6.9 and in accordance with B7.6, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B16.1(a).

## **B7. PROPOSAL SUBMISSION**

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
  - (b) Form B: Prices.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Proposal 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 Proposal.
- B7.3.1 Bidders should submit one (1) unbound original (marked “original”) and one (1) copy.
- B7.4 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.
- B7.4.1 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.
- B7.5 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal document, including the General Conditions, will be evaluated in accordance with B16.1(a).
- B7.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.8 Proposals shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

## **B8. PROPOSAL**

- B8.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B8.2 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/her own name, his/her name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.

B8.4 Paragraph 11 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/her own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B8.5 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 and the Contract, when awarded, shall be both joint and several.

## **B9. PRICES**

B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices, in accordance with B16.4.

B9.1.1 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.

B9.2 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 Proposals.

B9.3 Form B: Prices shall be in effect from August 1, 2012 to December 31, 2012.

- (a) The Unit Prices for each Item No., from 1 to 100 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, 2012 to July 31, 2017.

B9.4 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.).

B9.5 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. QUALIFICATION**

B10.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
  - (i) Including adequate in-stock fill-rates, which the Bidder shall submit and describe how they are calculated;
  - (ii) Including adequate on-time delivery rates, which the Bidder shall describe how they are calculated.

B10.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

B10.4 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.

B10.5 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.

## **B11. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B11.1 Proposals will not be opened publicly.



B11.2 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 (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B11.3 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 may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

## **B12. IRREVOCABLE OFFER**

B12.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B12.2 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 10 of Form A: Proposal.

## **B13. WITHDRAWAL OF OFFERS**

B13.1 A Bidder may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B13.1.1 Notwithstanding C21, 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.

B13.1.2 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 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Proposal withdrawn.

B13.2 A Bidder who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

## **B14. INTERVIEWS**

B14.1 The Contract Administrator may, in his/her sole discretion, interview Bidders during the evaluation process.

## **B15. NEGOTIATIONS**

B15.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B15.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders

without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

- B15.3 If, in the course of negotiations pursuant to B15.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Bidder from the Proposal as originally submitted.

## **B16. EVALUATION OF PROPOSALS**

B16.1 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, or acceptable deviation therefrom: (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10; (pass/fail);
- (c) completeness of items bid; (25 pts);
- (d) Total Bid Price; (45 pts);
- (e) Discount Off; (30 pts);
- (f) economic analysis of any approved alternative pursuant to B6.

B16.2 Further to B16.1(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 or minor informalities or irregularities if the interests of the City so require.

B16.3 Further to B16.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his/her Proposal, in other information required to be submitted, during interviews or in the course of reference checks, that he/she is responsible and qualified.

B16.4 Further to B13.1(c), **Completeness of items** offered will be evaluated on the following basis:

- (a) Responsive bids for not less than eighty (80) items from Item No's 1 to 100, on Form B: Prices, will be deemed a "pass", for a score of 20 points.
  - (i) A quarter point (.25) for each additional item thereafter, for which the bid is deemed responsive, to a maximum of five (5) points.
  - (ii) Responsive bids for Item No's 101, and 102.
- (b) Notwithstanding B16.4(b), the Bidder is not required to bid on all items to be eligible for award of the Contract.
  - (i) Less than 80 items bid, will be determined to be non-responsive.

B16.5 Further to B13.1(d), the **Total Bid Price shall be** the approximate annual quantity multiplied by (the annual published catalogue price bid, less the Discount-Off (in %) bid **for Items 1 to 100** shown on Form B: Prices.

B16.6 Further to B13.1(e) the **Discount-Off for Item 101 and 102** will be evaluated based on the greatest percent discount bid for up to 15 points for each Item.

B16.7 This Contract will be awarded as a whole or substantial whole.

## **B17. AWARD OF CONTRACT**

B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

- B17.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B17.2.1 Without limiting the generality of B17.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one 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.
- B17.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer, in accordance with B16.
- B17.4 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B17.5 The Contract Documents, as defined in C1.1(n) (ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

C0.1 The *General Conditions for 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](http://www.winnipeg.ca/matmgt/gen_cond.stm)

C0.2 A reference in the proposal 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 the Supply of Goods*, 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 Office Supplies for the period from August 1, 2012 until July 31, 2017, with the option of 1 (one) mutually agreed upon (3 ) three year extension.

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 the anniversary date of the Contract. 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 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.3 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.

D2.4 The Contractor shall provide the Contract Administrator with the catalogue product number for Item No.'s 1-100 listed on Form B: Prices, within 2 business days of the request.

D2.5 There are approximately 278 delivery locations, and the Contractor shall establish the account and related records in accordance with D11.

D2.6 Order Source Summary - From January 1, 2011 to December 31, 2011:

- (a) Approximately 2,645 orders placed (comprising net purchases of approximately \$432,254.70.
  - (i) Approximately 2,072 via electronic ordering system;
  - (ii) Approximately 581 via telephone
  - (iii) Approximately 51 via fax
  - (iv) Approximately 29 via email
  - (v) Approximately 23 via sales rep (facilities)

D2.7 Order Size Summary – From January 1, 2011 to December 31, 2011:

- (a) Approximately 446 orders over \$250.00 value
- (b) Approximately 126 orders between \$200.00-\$249.99 value

- (c) Approximately 172 orders between \$150.00 - \$199.99 value
- (d) Approximately 365 orders between \$100.00 - \$149.99 value
- (e) Approximately 678 orders between \$50.00 - \$99.99 value
- (f) Approximately 858 orders under \$50.00

D2.8 Ordering Metrics Summary – From January 1, 2011 to December 31, 2011:

- (a) Approximately 2,645 deliveries made to City of Winnipeg locations;
- (b) Average number of products per order was 5.60
- (c) Average order size was \$148.80
- (d) Approximately 32% of orders were under \$50.00
- (e) Approximately 6.7% of orders were returned for an approximate value of \$10,673.25
  - (i) 74.1% customer requests
  - (ii) 12% distribution error
  - (iii) 10.8% service error
  - (iv) 2.7% defective
  - (v) .4% other

### D3. DEFINITIONS

D3.1 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) “**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.
- (f) “**List**” means catalogue pricing remains static from annual publication to annual publication, and discount Bid for Item No. 101 on Form B: Prices shall apply to catalogue’s List price.
- (g) “**Market**” or “**Net**” means catalogue pricing is based on market conditions from annual publication to annual publication, and pricing may be noted in the annual catalogue or may be quoted at contractor’s customer service order desk. Discount Bid for Item 102 on Form B: Prices shall apply to catalogue’s Market or Net pricing.
- (h) “**Substantial Whole**” means an amount considerable in importance, value, degree, or extent; fairly large; significant.

### D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Rachel Eccles, SCMP (C.P.P.)  
Contracts Officer  
Materials Management Division  
185 King Street  
Telephone No.: 204 986-2451

D4.2 Bids Submissions must be submitted to the address in B7.8.

**D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract Notices.

**D6. NOTICES**

D6.1 Notwithstanding C21.3, 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**

**D7. AUTHORITY TO CARRY ON BUSINESS**

D7.1 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.

**D8. INSURANCE**

D8.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.

D8.2 Deductibles shall be borne by the Contractor.

- D8.3 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 C4 for the return of the executed Contract.
- D8.4 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.
- D8.5 The City shall have the right to alter the limits and/or coverage's as reasonably required from time to time during the continuance of this agreement.

## **D9. MATERIAL SAFETY DATA SHEETS**

- D9.1 The Contractor shall provide the Contract Administrator with one (1) copy of Material Safety Data Sheets (MSDS's) for each product to be supplied under the Contract at least two (2) Business Days prior to the commencement of Work but in no event later than the date specified in C4 for the return of the executed Contract.
- D9.2 Throughout the term of the Contract, the Contractor shall provide the Contract Administrator with revisions or updates of the MSDS's as soon as may be reasonably possible.

## **SCHEDULE OF WORK**

### **D10. COMMENCEMENT**

- D10.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D10.2 The Contractor shall not commence any Work until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D7;
    - (ii) evidence of the workers compensation coverage specified in C6.16;
    - (iii) evidence of the insurance specified in D8;
    - (iv) the Material Safety Data Sheets specified in D9;
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

### **D11. ORDERS**

- D11.1 The Contractor shall:
- (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, 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 accept 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 D17.1, 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 2010, 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 8, and higher, has built-in encryption and password protection pursuant to D17.1, and is compatible with City of Winnipeg corporate firewalls.

## **D12. TRAINING AND PROCEDURES**

- D12.1 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 on an individual basis.
- D12.2 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.

## **D13. RECORDS**

- D13.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D13.2 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; and
  - (e) additional reports as may be requested.
- D13.3 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;
- (e) and, other reports as may be requested.

D13.3.1 The Contractor shall provide the records in an interactive format, and shall modify or re-order information as requested by the Contract Administrator.

#### **D14. DELIVERY**

- D14.1 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.
- D14.2 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.
- D14.3 Goods shall be delivered within one (1) Business day (twenty-four hours), except where otherwise agreed at the time of ordering.
- D14.4 Where an ordered item cannot be delivered within the time period specified, the Contractor may supply a replacement product if approval is granted by the User. Each suggested replacement item must be approved by the User.
- D14.5 The City will consolidate orders whenever possible but will not incur any minimum order/delivery charges.
- D14.6 The Contractor shall off-load goods as directed at the delivery location.

#### **MEASUREMENT AND PAYMENT**

##### **D15. INVOICES**

- D15.1 Further to C10, 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](mailto:CityWpgAP@winnipeg.ca)
- D15.2 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.
- D15.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D15.4 Bids Submissions must be submitted to the address in B7.8.

**D16. PAYMENT**

D16.1 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

D16.2 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D16.3 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**D17. PURCHASING CARD**

D17.1 The Contractor shall allow Users to charge items to their purchasing cards at no extra cost.

D17.1.1 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.

D17.2 Further C21., all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6, 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.

**D18. INDEMNITY**

D18.1 Notwithstanding C15., the Contractor shall indemnify the City in the amount of a minimum of twice the Contract value plus two (2) million dollars

**D19. WARRANTY**

D19.1 Warranty is as stated in C11.

## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 The following 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) disposable paper products ;
  - (c) printer and fax toner cartridges, new and rejuvenated;
  - (d) computer hardware, software, peripherals and related supplies (other than diskettes and CD's);
  - (e) 4.5" x 6<sup>5/8</sup>" , 24lb open side unprinted envelopes.
- E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

#### E2. GOODS

- E2.1 The Contractor shall supply and deliver office supplies in accordance with the requirements hereinafter specified.
- E2.2 Notwithstanding B16.4, the Contractor shall make their entire annual published catalogue available to the Users.
- E2.3 The Contractor shall provide local Winnipeg numbers or toll-free numbers outlining designated company personnel 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.