



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 602-2012**

**SUPPLY AND DELIVERY OF PANASONIC TOUGHBOOKS AND ACCESSORIES**

## TABLE OF CONTENTS

### PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
Form B: Prices	3

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	1
B6. Substitutes	2
B7. Proposal Submission	3
B8. Proposal	3
B9. Prices	4
B10. Price Determination Mechanism and Base Prices	5
B11. Qualification	5
B12. Technical and Support Services	6
B13. Previous Experience	6
B14. Written Conformance	7
B15. Value Added Services	7
B16. Opening of Proposals and Release of Information	7
B17. Irrevocable Offer	7
B18. Withdrawal of Offers	7
B19. Interviews	8
B20. Negotiations	8
B21. Evaluation of Proposals	8
B22. Award of Contract	9

### PART C - GENERAL CONDITIONS

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

### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Scope of Work	1
D3. New and Obsolete Products	2
D4. Changes in the Work	2
D5. Definitions	2
D6. Contract Administrator	2
D7. Product Ordering Logistics	3
D8. Order Tracking	3
D9. Return of Goods	3
D10. Changes in the Work	3
D11. Ownership of Information, Confidentiality and Non Disclosure	4
D12. Notices	4

#### Submissions

D13. Authority to Carry on Business	4
D14. Insurance	4
D15. Material Safety Data Sheets	5

#### Schedule of Work

D16. Commencement	5
D17. Delivery	5

#### Measurement and Payment

D18. Invoices	6
---------------	---

D19. Payment	6
<b>Warranty</b>	
D20. Warranty	6

**PART E - SPECIFICATIONS**

<b>General</b>	
E1. Applicable Specifications	1
E2. Goods	1
E3. Approved Products	1

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SUPPLY AND DELIVERY OF PANASONIC TOUGHBOOKS AND ACCESSORIES

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, September 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 D6.1.

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;
  - (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 B21.

- 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 B7.9, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B21.1(a).

## **B7. PROPOSAL SUBMISSION**

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
  - (b) Form B: Prices;
  - (c) Technical and Support Services (see B12);
  - (d) Previous Experience (see B13);
  - (e) Written Conformance (see B14) ;
- B7.2 The Proposal may consist of the following components:
- (a) Value Added Services (see B15).
- B7.3 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.4 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.
- B7.5 Bidders should submit one (1) unbound original (marked 'original') and five (5) copies.
- B7.6 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.
- B7.7 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.
- B7.8 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.9 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 B21.1(a).
- B7.10 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.11 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.
- 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.
- B9.1.2 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.
- B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.

B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

## **B10. PRICE DETERMINATION MECHANISM AND BASE PRICES**

B10.1 Base prices shall be based on the price for a given product as of September 1, 2012.

B10.2 The Bidder shall, on Form B: Prices provide base prices and a complete description of the mechanism(s) used to determine the prices.

B10.3 The price determination mechanism(s) on Form B: Prices shall be employed throughout the term of the Contract to determine the prices of goods and services.

B10.4 Price determination mechanisms shall:

- (a) include an explicit and detailed definition of each index proposed to be used;
- (b) provide a mechanism to determine the price at the time an order is placed; and
- (c) be determinable, i.e., conditions such as "to be determined" or "to be negotiated" may be deemed non-responsive.
- (d) Price determination mechanisms shall be based on indices which can be verified through independent sources;

B10.5 Price determination mechanisms may:

- (a) utilize different indices for different products;
- (b) be based on other than Canadian indices if they include adjustment for changes in currency exchange rates;
- (c) be based on published manufacturer's Government sector price list or an equivalent.

B10.6 Prices on Form B: Prices shall be calculated in accordance with the Bidders stipulated price

## **B11. QUALIFICATION**

B11.1 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.

B11.2 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>

B11.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and

- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

- B11.4 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.
- B11.5 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.

## **B12. TECHNICAL AND SUPPORT SERVICES**

- B12.1 The Bidder shall identify the account manager and key personnel proposed including any subcontractors. The information provided should include names, responsibilities, relevant experience and certifications.
- B12.2 The Bidder shall describe their sales department operation and provide your service support solution including the account manager's role, hours of business, level of familiarity with the models being proposed.
- B12.3 The Bidder shall outline their relationship with the manufacturer(s) of the computer equipment indicated in the proposal.
- B12.4 The Bidder shall provide, in his/her Proposal, evidence that the Bidder is a manufacturer or an authorized manufacturer re-seller of each model of Panasonic Toughbooks indicated on Form B: Prices.
- B12.5 The Bidder shall detail the technical qualifications of the staff associated with servicing this Contract. They may contain resumes of key staff plus relevant designations including but not limited to: Panasonic Certification and the number of progressive years of experience.
- B12.6 The Bidder shall describe:
  - (a) Online ordering and order status enquiry screens or reports that will allow the City to track progress of individual orders from order date to delivery.
  - (b) The supply chain process employed to deliver product including typical lead times between order and delivery, local inventory levels and abilities to respond to rush order scenarios.
  - (c) Method(s) for provision of packing slip and invoice information including method of delivery, i.e. online, email, paper.
  - (d) Describe what information is provided on packing slips.
  - (e) Whether there is ability to provide asset management reporting that can include the following:
    - (i) Equipment brand, model, hardware configuration and serial number,
    - (ii) Delivery and/or installation location,
    - (iii) Software loaded on Toughbook,
    - (iv) Purchase order number and order date,
    - (v) Invoice number and invoice amount.
- B12.7 The Bidder shall describe the proposed procedure for return of incorrect goods supplied.

## **B13. PREVIOUS EXPERIENCE**

- B13.1 The Bidder shall submit three (3) client references for relationships where similar computer equipment and services are being provided. Each reference should consist of:
  - (a) a company name;

- (b) contact name;
- (c) email address;
- (d) phone number; and
- (e) a brief description of the Panasonic Toughbook models and services being provided.

B13.1.1 By submitting a proposal the Bidder consents to the City being able to contact these references and also consents to the City contacting any other organization for the purposes of evaluating the Bidders proposal.

B13.2 The Proposal shall include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Bidder Written Conformance.

#### **B14. WRITTEN CONFORMANCE**

B14.1 The Bidder shall provide written conformance to requirements detailed in the Supplemental Conditions Part D7 through D10, D18 and D20.

#### **B15. VALUE ADDED SERVICES**

B15.1 The Bidder may provide a description of any Value added Services.

#### **B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B16.1 Proposals will not be opened publicly.

B16.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B16.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal 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.

#### **B17. IRREVOCABLE OFFER**

B17.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work for the time period specified in Paragraph 10 of Form A: Proposal.

#### **B18. WITHDRAWAL OF OFFERS**

B18.1 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.

B18.1.1 Notwithstanding C19, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B18.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials 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 B18.1.3(b), declare the Proposal withdrawn.

B18.2 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 B17.2 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.

## **B19. INTERVIEWS**

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

## **B20. NEGOTIATIONS**

B20.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B20.2 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.

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

## **B21. EVALUATION OF PROPOSALS**

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

- (a) compliance by the Bidder with the requirements of the Request for Proposal,  
or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors,  
if any, pursuant to B11 (pass/fail);
- (c) Total Bid Price 70%
- (d) Technical and Support Services 5%
- (e) Previous Experience 20%;
- (f) Written Conformance (pass/fail);
- (g) Value Added Services 5%;

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

- B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his/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.
- B21.4 Further to B21.1(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.
- B21.4.1 The City will only use the price provided in the column titled "sku#1" for evaluation purposes.
- B21.5 Further to B21.1(e), Technical Support Services shall be evaluated considering the information provided to B12
- B21.6 Further to B21.1(e), Previous Experience shall be evaluated considering the information submitted in response to B13.
- B21.7 Further to B21.1(f), the Award Authority may reject any Proposal submitted by a Bidder who does not submit Written Conformance in accordance with B14.
- B21.8 Further to B21.1(g), Value Added Services shall be evaluated considering the information provided in response to Form B, Item #5.
- B21.9 This Contract will be awarded as a whole.
- B21.10 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

## **B22. AWARD OF CONTRACT**

- B22.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B22.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Proposal is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B22.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer, in accordance with B21.
- B22.4 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.
- B22.5 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 City of Winnipeg currently has the following quantities of each Toughbook in use:

- (a) Panasonic CF-31 (or older model from Fully Rugged line) - 170 units;
- (b) Panasonic CF 19 - 138 units;
- (c) Panasonic CF-53 (or older model from Semi Rugged line) – 58 units.

D2.2 The Work to be done under the Contract shall consist of the supply and delivery of Panasonic Toughbooks and Accessories for the period from October 1, 2012 until September 30, 2014 with the option of three (3) 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 October 1 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.3 The major components of the Work are as follows:

- (a) Toughbooks
  - (i) Panasonic CF-31 and accessories;
  - (ii) Panasonic CF 19 and accessories;
  - (iii) Panasonic CF-53 and accessories;
- (b) The provisions of:
  - (i) Extended warranty services; and
  - (ii) Technical Support Services;
- (c) The provision of Value Added Services;
- (d) The provision of Decommissioning Services.

D2.4 The Work shall be done on an "as required" basis during the term of the Contract.

D2.4.1 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.

D2.4.2 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.

D2.5 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

### **D3. NEW AND OBSOLETE PRODUCTS**

- D3.1 The City understands the proposed models might become obsolete during the Contract period, The Contractor shall provide replacement models, in accordance with D4, during the term of the Contract for all expired models within sixty (60) days of their expiration. The replacement models must maintain current technology trends and have a discount structure no less than what had originally proposed in the Contractor's submission. Failure to adhere to this mandatory requirement will be considered an event of default in accordance with C16.
- D3.2 The City reserves to right to add items to the Contract under the same terms and conditions and by using the same price determination mechanism specified on Form B: Prices.
- D3.3 The City may, should the requirement for a product no longer exist, remove products from the Contract and add replacement models.

### **D4. CHANGES IN THE WORK**

- D4.1 Further to C7, the City anticipates that during the term of the Contract there will be changes including but not limited to:
- (a) Products line / model availability;
  - (b) Product standards required to meet requirements and recommendations of software suppliers.
- D4.2 Changes shall be addressed in accordance with C7 of the General Conditions.
- D4.3 Where a product line is discontinued by the Manufacturer or otherwise becomes unavailable in the market, the Contractor shall provide detailed technical literature on the proposed replacement. The Contractor Administrator will determine the acceptability of the proposed replacement product.
- D4.4 Where the Contractor is unable to provide a replacement product to meet changes in the City's requirements, the City shall have the right to remove the product from the Contract.

### **D5. DEFINITIONS**

- D5.1 When used in this Request for Proposal:
- (a) "**Decommissioning Services**" means services including recycling processes and how secure disposal is ensured. Any decommissioning services offered should be included on Form B, Item #6 on a per unit basis;
  - (b) "**Value Added Services**" means any other services the Bidder may choose to provide that the City has not specifically requested in D2. All Value Added Services proposed, unless otherwise stated in Form B Item #5 will be understood to be offered at no extra costs.
  - (c) "**Framework Pricing**" means a consistent discount formula based pricing structure that can be applied to a range of products. Generally measured in percentages.
  - (d) "**Accessories**" means options or peripherals that relate to Panasonic Toughbooks. Examples of accessories would be carrying cases, Docks, Mounts, Drives, Keyboards, Memory, and Stylus etc. Any accessories offered should be included on Form B, Item #4.

### **D6. CONTRACT ADMINISTRATOR**

- D6.1 The Contract Administrator is:
- Sandeep Anand P.Eng.  
Manager IT Services, Fire and Paramedic Service  
Telephone No.: 204 986-3197  
E-mail: sanand@winnipeg.ca

## **D7. PRODUCT ORDERING LOGISTICS**

- D7.1 The Contractor shall provide:
- (a) Description of logistics including outgoing deliveries, warehousing capability and acceptance of surplus equipment for decommissioning services;
  - (b) Description of how "Just in time" shipments will be achieved as the City strives to reduce wait times of delivery;
  - (c) Work order location specific delivery. This means that product delivery will be to the City's final destination determined by the individual Purchase Order and not delivered just to the nearest loading dock;
  - (d) One (1) contact person and one (1) alternate/backup contact. An operating, customer specific Internet webpage with online catalogue and ordering capability, or equivalent, where equivalency is in the sole opinion of the City:
    - (i) The information quoted on the webpage shall include current City price and delivery times for the product;
    - (ii) a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may also be placed;
    - (iii) a local Winnipeg telephone number and facsimile number, or a toll-free telephone number and facsimile number for a contact person(s).
  - (e) Unless stipulated otherwise at the time of ordering partial shipments will be allowed.
  - (f) The City may at no cost to the City, cancel an order which has not been shipped (physically left the Contractor's facility).

## **D8. ORDER TRACKING**

- D8.1 The Contractor shall monitor the status of each order placed pursuant to the Contract.
- D8.2 Immediately upon detecting any imminent failure to deliver an order by the date agreed, pursuant to D7, the Contractor shall advise the Contract Administrator (or designate). The Contract Administrator may then:
- (a) Authorize a revised delivery date;
  - (b) Authorize the Contractor to supply a permanent or temporary substitute; or
  - (c) Delete any or all of the order and obtain the items(s) from any alternate means.
- D8.3 The Contractor shall, upon request of the Contractor Administrator, provide an accurate status report and estimated delivery for an order.
- D8.4 Further to D7.1(d)(i), the webpage shall provide accurate status reports and estimated delivery dates for an order.

## **D9. RETURN OF GOODS**

- D9.1 Further to Section C9.8 to C9.13, Goods incorrectly supplied as a result of the Contractor's error shall be returned at no cost to the City.
- D9.2 Further to Section C9.8 to C9.13, Goods incorrectly supplied as a result of the City's error will be returned at the City's cost.
- D9.3 Further to Section C9.8 to C9.13, the Contractor will be responsible for costs for any and all equipment delivered in an unusable state.

## **D10. CHANGES IN THE WORK**

- D10.1 Further to Section C7, the City anticipates that during the term of the Contract there will be changes including but not limited to:

- (a) Products line / model availability;
- (b) Product standards required to meet requirements and recommendations of software suppliers.

D10.2 Changes will be addressed in accordance with C7 of the General Conditions.

D10.3 Where a product line is discontinued by Panasonic or otherwise becomes unavailable in the market, the Contractor shall provide detailed technical literature on the proposed replacement. The Contractor Administrator will determine the acceptability of the proposed replacement product.

D10.4 Where the Contractor is unable to provide a replacement product to meet changes in the City's requirements, the City shall have the right to remove the product from the Contract.

#### **D11. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D11.1 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.

D11.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D11.3 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.

D11.4 A Contractor who violates any provision of D11 may be determined to be in breach of Contract.

#### **D12. NOTICES**

D12.1 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**

#### **D13. AUTHORITY TO CARRY ON BUSINESS**

D13.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

#### **D14. INSURANCE**

D14.1 The Contractor shall provide and maintain 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.

D14.2 Deductibles shall be borne by the Contractor.

D14.3 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.

D14.4 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.

D14.5 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.

#### **D15. MATERIAL SAFETY DATA SHEETS**

D15.1 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.

D15.2 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**

##### **D16. COMMENCEMENT**

D16.1 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.

D16.2 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 D13;
  - (ii) evidence of the workers compensation coverage specified in C6.16;
  - (iii) evidence of the insurance specified in D14;
  - (iv) the Material Safety Data Sheets specified in D15.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

##### **D17. DELIVERY**

D17.1 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.

- (a) Goods shall be delivered within ten (10) Calendar Day(s) of the placing of an order, except where otherwise agreed at the time of ordering.
- (b) The Contractor shall confirm each delivery with the Contract Administrator or his/her/her designate, at least two (2) Business Days before delivery.

- D17.2 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.
- D17.3 The Contractor shall off-load goods as directed at the delivery location.
- D17.4 If an order cannot be delivered within ten (10) Calendar Day(s) of placement of an order, the Contractor shall notify the Contractor Administrator. The Contractor Administrator will then:
- (a) Authorize the proposed delivery date;
  - (b) Authorize the Contractor to supply a permanent or temporary substitute; or
  - (c) Delete any or all the order and obtain the item(s) from any alternate means.

## **MEASUREMENT AND PAYMENT**

### **D18. INVOICES**

- D18.1 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)
- D18.2 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.
- D18.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D18.4 Bids Submissions must be submitted to the address in B7.11.

### **D19. PAYMENT**

- D19.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D19.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

## **WARRANTY**

### **D20. WARRANTY**

- D20.1 Warranty for items from 1 to 3 listed on Form B, of no less than 3 years to be serviced in Canada.
- D20.2 Warranty for items from 1 to 3 listed on Form B, Parts turnaround of 48-hours or 2 Business Day (plus shipping) or better.
- D20.3 Parts, Service, and Warranty Depot to be located in Canada.

- D20.4 Parts for all items from 1 to 3 listed on Form B, must be available for up to 5 years from time of sale.
- D20.5 Further to C11, if a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS**

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

#### **E2. GOODS**

- E2.1 The Contractor shall supply and deliver Panasonic Toughbooks in accordance with the requirements hereinafter specified.
- E2.2 All equipment must be new and cannot contain and remanufactured parts. Reconditioned, refurbished or remanufactured equipment will not be accepted.

#### **E3. APPROVED PRODUCTS**

- E3.1 The following products are approved;
  - (a) Panasonic CF-31 Mark 2;
  - (b) Panasonic CF-19 Mark 5;
  - (c) Panasonic CF-53.