



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 63-2008

SUPPLY AND DELIVERY OF FLAT SHEET PAPER

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND DELIVERY OF FLAT SHEET PAPER

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 5, 2008.

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 D4.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

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

B4. ADDENDA

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

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

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

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

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

B5. SUBSTITUTES

- B5.1 The Work is based on the materials, equipment, methods and products specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B5.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative 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 price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B6. BID SUBMISSION

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

- B6.2 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.
- B6.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B6.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Branch
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B6.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B6.6 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, may result in the Bid being determined to be non-responsive.
- B6.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.
- B6.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.
- B7. BID**
- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B7.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

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

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

B7.4.2 All signatures should be witnessed, except where a corporate seal has been affixed.

B7.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid 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 Prices on Form B: Prices shall include:

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

B8.1.2 Prices on Form B: Prices shall not include the Manitoba Association for Resource Recovery Corporation (MARRC) Environmental Handling Charge (EHC) which shall be extra where applicable.

B8.2 The quantities 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 Prices for this contract will be fixed as per Form B: Prices (UNIT PRICE YEAR 1), for the initial three (3) month period. Prices may be adjusted quarterly, thereafter, in accordance with D2.2

B9. QUALIFICATION

B9.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and

- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B9.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B9.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

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

B9.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B10. OPENING OF BIDS AND RELEASE OF INFORMATION

B10.1 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 or evaluated prices) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>

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

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

B11. IRREVOCABLE BID

B11.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

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

B12. WITHDRAWAL OF BIDS

B12.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

- B12.1.1 Notwithstanding GC.7.05(2), the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B12.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B12.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials 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 (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B5.
- B13.2 Further to B13.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements 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, for each year shown on Form B: Prices.
- B13.5 This Contract will be awarded 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.

B14.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.

B14.4 Notwithstanding GC.3.01 and GC.3.02, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B14.5 The Contract Documents, as defined in GC.1.01(7), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

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

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of the supply and delivery of flat sheet paper for the period April 01, 2008 to March 31, 2010.
- D2.2 Pricing quoted on Form B: Prices shall remain firm from April 1, 2008 to June 30, 2008. After the initial three (3) month period, the Contractor may submit unit price increases to the Contract Administrator, quarterly, based on mill notices.
- D2.3 Quarterly unit price increases shall not exceed the mill increase, and the Contractor shall:
- (a) identify the items that are affected by the mill increase;
 - (b) submit the respective mill notice with the unit price increase request, which shall be expressed by percentage;
 - (c) submit the request at least seven (7) Business Days prior to the end of the quarter.
- D2.4 Price increases shall not be implemented by the Contractor without written approval of the Contract Administrator, which will not be reasonably withheld. Unit Price increases shall become effective the first day of the next quarter.
- D2.5 The City reserves the right to terminate the Contract if agreement regarding a quarterly unit price increase cannot be reached.
- D2.6 The Work shall be done on an "as required" basis during the term of the Contract.
- D2.6.1 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.
- D2.6.2 Subject to GC.4.08, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.
- D2.6.3 The City reserves the right to add/delete locations and requirements to this contract, in accordance with GC 4.05.

D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "**Award Authority**" means the authority having the jurisdiction to award the Contract according to the City's by-laws, policies or procedures;
- (b) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (c) "**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;
- (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) "**CWT**" means hundred weight.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Rachel Eccles
Contracts Officer
185 King Street

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

D5. NOTICES

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

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

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

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

The City of Winnipeg
Chief Administrative Officer Secretariat
Attn: Chief Administrative Officer
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: (204) 949-1174

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

The City of Winnipeg
Corporate Services Department
Legal Services Division
Attn: City Solicitor

185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

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

D7. INSURANCE

D7.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) 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;

D7.2 Deductibles shall be borne by the Contractor.

D7.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in GC.3.01 for the return of the executed Contract.

D7.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

D7.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

SCHEDULE OF WORK

D8. COMMENCEMENT

D8.1 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.

D8.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D6;
 - (ii) evidence of the insurance specified in D7;
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D9. FORFEITURE OF CONTRACT

D9.1 Notwithstanding GC.8.02 (1) and GC.8.02 (3), the City shall have the full right and power to take the whole of the Work, or any part or parts thereof, out of the hands of the Contractor, without process or action at law, upon giving the Contractor written Notice.

D10. ORDERS

D10.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

D11. RECORDS

D11.1 The Contractor shall keep detailed records of the goods supplied under the Contract.

D11.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) user name(s) and addresses;
- (b) order date(s);
- (c) delivery date(s); and
- (d) description and quantity of goods supplied.

D11.3 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

D12. INVOICES/STATEMENTS

D12.1 Notwithstanding D10.1, GC.9.01 and GC.9.03, the Contractor shall submit an invoice or statement, for each order delivered.

D12.2 Further to D5.3, the Contractor shall submit the invoice or statement to the location designated at the time of ordering.

D12.3 Goods shall be invoiced by the package.

D12.4 Invoices shall clearly indicate, as a minimum:

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

D12.5 The Contractor shall provide the Contract Administrator with the name and contact information of their individual who will handle and resolve City of Winnipeg Invoice concerns during the contract period.

D12.6 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D13. COOPERATIVE PURCHASE

D13.1 Bidders are advised that this is a cooperative purchase.

- D13.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.
- D13.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations, products and estimated quantities.
- D13.4 If any location of the potential participant is beyond the boundaries of The City of Winnipeg, the Contractor shall, within Fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.
- D13.5 If any additional delivery charge is identified by the Contractor, the potential participant may accept the additional delivery charge, specify a delivery location within the boundaries of The City of Winnipeg, or decline to participate in the cooperative purchase.
- D13.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
 - (b) a participant may specify a duration of contract shorter than the duration of this Contract;
 - (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
 - (d) any additional delivery charge identified and accepted in accordance with D13.4 and D13.5 will apply.
- D13.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.
- D13.8 No participant shall have the right or authority to effect a change in the contract of any other participant or in this Contract.

D14. PAYMENT

- D14.1 Each User shall have a choice of the following alternative for payment:
- (a) charge to a purchasing card (either MasterCard or Visa, whichever is currently Contracted with the City of Winnipeg). The Contractor may only charge to the purchasing card at the request of the User;
 - (b) individual invoice for each order.
 - (i) Further to GC.9.01 and GC.9.03, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D14.2 Further to GC.9.03, effective January 1, 2007 the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

INDEMNITY

D15. INDEMNITY

- D15.1 Notwithstanding GC.7.03, the Contractor shall indemnify the City in the amount of two million dollars (\$2,000,000), plus a minimum of twice the Contract value.

WARRANTY

D16. WARRANTY

- D16.1 Notwithstanding GC.10.01, the warranty period for each item of Work supplied shall begin on the date of successful delivery and expire two (2) years thereafter unless extended pursuant to G.C. 10.01 (6), in which case it shall expire when provided for thereunder.

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 B5.
- E1.2.1 No substitutes shall be allowed for Items 20 to 24.
- E1.3 The City currently has approximately 260 photocopiers in service. The City reserves the right to revise locations, paper type and size, or the quantities for individual locations as required by changes in its operations during the term of the Contract.
- E1.1 The Contractor shall supply flat sheet paper in accordance with the requirements hereinafter specified.
- E1.2 Items No. 1-12 are intended for use on Canon IR105, IR110, IR3200, AB Dick offset duplicators, plain paper office photocopiers and similar equipment.
- E1.3 Item No. 19 is intended for use on equipment that accepts cover weight paper.

E2. RECYCLED PRODUCTS

- E2.1 Notwithstanding GC.4.02(2) of the General Conditions, recycled fibre content is permitted except as hereinafter specified.
- E2.2 Notwithstanding E3.3(d), Items No. 13 and 14 may contain recycled fibre which is 100% chemical wood pulp and free of any contaminant (e.g. sizing) that may have been added to the paper from its previous application.
- E2.3 Bidders are advised to clearly identify, in their Bid Submission, products which are certified by the Environmental Choice Program. Such products will be evaluated in accordance with B13 of the Bidding Procedures.

E3. GOODS

- E3.1 Items No. 1-11 - Bond Paper shall be:
- (a) bond/Xerographic copy and electrostatic copy paper meeting the requirements of CGSB National Standard of Canada CAN/CGSB-9.1-93, 9.51-93;
 - (b) no. 8 grade bond or better;
 - (c) 75 grams per square metre;
 - (d) long grain;
 - (e) package size 500 sheets;
 - (f) available in assorted colours including but not be limited to green, canary, buff, blue, goldenrod and pink.
- E3.2 Item No. 12 - Cotton bond shall be:
- (a) cotton bond smooth/wove finish paper meeting the requirements of CGSB National Standard of Canada CAN/CGSB-9.28-93;
 - (b) pure white;
 - (c) 24 lb;

- (d) 25% cotton content;
- (e) package size: 500 sheets.

E3.3 Items No. 13 & 14 - Laser Printer Paper shall be:

- (a) xerographic copy paper;
- (b) 75 grams per square metre;
- (c) Long grain;
- (d) 100% chemical wood pulp (either sulphite or Kraft), free from recycled, cotton, or synthetic fibre;
- (e) 18% maximum ash content;
- (f) starch surface sizing (not synthetic);
- (g) acid rosin or synthetic (alkylkelene dimer or alkylsuccinic anhydride) internal sizing;
- (h) rotary precision cut (Lennox, Will, or equivalent), length and width ± 0.787 mm, squareness all corners $90^\circ \pm 0^\circ 06'$;
- (i) caliper 90 to 127 μm ;
- (j) smoothness: 100 to 200 Sheffield units;
- (k) porosity (Gurley): 10 s/100 ml minimum;
- (l) coefficient of static friction: 0.35 to 0.62;
- (m) stiffness (Taber): 64 to 72 g/m^2 , MD 1.4 minimum, CD 0.5 minimum;
- (n) moisture content: 3.4 to 5.5%;
- (o) surface resistivity: 5×10^8 to 1×10^{12} ohms; and
- (p) package size: 500 sheets.

E3.4 Items No.15 & 16 – No.1 Offset Paper shall be:

- (a) no. 1 offset paper meeting the requirements of CGSB National Standard of Canada CAN/CGSB-9.28-93;
- (b) no. 1 grade offset;
- (c) 90 grams per square metre;
- (d) Long grain;
- (e) package size 500 sheets.

E3.5 Items No. 17 & 18 Vellum Bristol Paper shall be:

- (a) vellum bristol;
- (b) meet the requirements of CGSB National Standard of Canada CAN/CGSB-9.38-93;
- (c) 135 grams per square metre;
- (d) Long grain;
- (e) package size 250 sheets;
- (f) available in assorted colours including but not be limited to blue, buff, cream/ivory, green, goldenrod, orange, orchid, salmon, tan, and yellow.

E3.5.1 kaolin or china clay (aluminosilicate) filler, titanium dioxide or magnesium silicate may be added to improve brightness;

E3.6 Item No. 19 – Cover Copy shall be:

- (a) bond/Xerographic copy and electrostatic copy paper meeting the requirements of CGSB National Standard of Canada CAN/CGSB-9.1-93, 9.51-93, and the CGSB National Standard for 80# cover copy;

- (b) acid free;
- (c) 98 brightness;
- (d) extra smooth surface;
- (e) package size 250 sheets;

E3.7 Items No 20-24 - NCR or Mead Multi-part carbonless Laser forms shall be:

- (a) package size: 500 sheets.

E4. DELIVERY

E4.1 Goods shall be delivered on an "as required" basis during the term of the Contract, FOB destination, freight prepaid, to various locations within the City, including the following:

E4.2 Individual delivery requirements for 510 Main Street

Print and Mail Services Branch (basement); and IT Operations Branch - 7th floor:

E4.2.1 The Contractor shall be responsible to shelve the goods, as directed, in the Division's storage area.

E4.2.2 The Contractor shall access either of the loading zones for 510 Main Street:

- (a) King Street loading zone for access to south doors of the Administration Building;
- (b) James Street loading zone for access to north doors of the Administration Building; Or
- (c) Via the underground access ramp off James Avenue:
 - (i) the Contractor is advised that overhead door clearance for this access is maximum 8'4";
 - (ii) overhead door control may be gained from inside the man-door at the bottom of the ramp;
 - (iii) If the vehicle permits, the Contractor may proceed down this access ramp and park within;
 - (iv) the Contractor shall not block this access ramp at any time during the delivery;
 - (v) the Contractor shall not block access to this overhead door at any time during the delivery.

E4.3 Individual delivery requirements for Police Service Department, Public Safety Building, 151 Princess:

E4.3.1 A one ton truck or smaller shall be required for deliveries to the Public Safety Building.

E4.3.2 This delivery location requires physical distribution that includes the basement up to the 6th floor.

E4.3.3 Police Service typically requires delivery every second week of approximately 48 cases letter and 8 cases legal, however actual quantities will be indicated at time of order.

E4.3.4 The delivery notification phone number is 986-5851

- (a) deliveries for the Public Safety Building will be scheduled for mornings only;
- (b) the Contractors warehouse/distribution point shall call 986-5851 the day before the morning delivery (to indicate delivery);
- (c) the delivery truck **should also place a second call** to 986-5851 within 15 minutes of the physical delivery so that a Stores Unit employee can arrange to meet the truck at 151 Princess;
- (d) a Stores Unit employee shall provide an escort for the duration of the delivery;

E4.3.5 Delivery shall require:

- (a) the Contractor to load the cases onto the dock;

- (b) the Stores Unit employee to count the cases;
 - (c) the public Safety Building to supply a flatbed;
 - (d) the Contractor to load the goods onto the flatbed;
- E4.3.6 All flat sheet paper for the Police Service offices [located at the Public Safety Building] is ordered by:
Dianne Bain, Storekeeper 4
Quartermaster Stores Unit
Ph: 986-6384
Fax: 986-6127
- E4.4 Individual delivery requirements for Police Service Department, Communication Division 36 700 Assiniboine Park Drive:
- E4.4.1 Coast Delivery personnel are requested to coordinate deliveries for weekdays mid-morning;
- E4.4.2 The delivery personnel shall be prepared to deliver to the main **and** upper floor. The main floor houses the communication centre, and the upper floor houses the administrative offices:
- (a) The driver shall access East side of the building for the delivery. He shall enter through the East doors and proceed to the Security Office, which is visible from the lobby. The Security Office shall direct the Contractor further;
 - (b) A Police Service personnel shall escort the delivery:
 - (c) An at-site (alternate) contact person for this location is Kyla Jensen (986-2050).
- E4.5 Delivery of goods shall be within two (2) Working Days of the placing of an order, except where otherwise agreed at the time of ordering.
- E4.6 The Contractor shall be responsible for confirming business hours for delivery with the User.
- E4.7 The Contractor shall be solely responsible for off-load of goods, as directed at the delivery location.
- E4.8 The Contractor shall ensure he has the necessary equipment to move the Goods from any access ramp or loading area to its required destination.