



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 602-2016**

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

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

- B1.1 SUPPLY AND DELIVERY OF PAPER PRODUCTS PAPER TOWELS, TOILET TISSUE, FACIAL TISSUE, AND WIPERS

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, September 7, 2016.
- 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. 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. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Bidder before receipt hereof; or
  - (b) becomes publicly known other than through the Bidder; or
  - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity 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 Bid Opportunity, 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 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B6. SUBSTITUTES**

- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- 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 pursuant to E1.2.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- 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 Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- 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, to the Bidder who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and

obtaining the approval of a substitute shall be 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 B15.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B7. BID SUBMISSION**

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices;
  - (c) The Bidder should provide one (1) representative sample of the product being bid. The product shall have the original manufacture packaging and label and shall be supported by the manufacture’s specifications. The Bidder shall ensure the Approved Product number is noted on the representative sample.
- 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 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.
- B7.4 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B15.1(a).
- B7.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.7 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B7.7.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder’s Bid Submission.
- B7.8 If the Bid is submitted by facsimile transmission, it shall be submitted to 204 949-1178
- B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

## **B8. BID**

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.
- B8.2 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/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 Bid 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: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 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/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: Bid should be printed below such signatures.
- B8.5 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.

## **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 Notwithstanding C11.1.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- 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 Bids.
- 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.
- B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B10. DISCLOSURE**

B10.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B10.2 The Persons are:

- (a) N/A

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

B12.1 Bids will not be opened publicly.

B12.2 Following the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B12.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B12.4 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.

### **B13. IRREVOCABLE BID**

B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B13.2 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.

### **B14. WITHDRAWAL OF BIDS**

B14.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B14.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B14.1.2 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.

B14.1.3 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 B14.1.3(b), declare the Bid withdrawn.

B14.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B13.2 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.

### **B15. EVALUATION OF BIDS**

B15.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11 (pass/fail);
- (c) Bid Price;
- (d) economic analysis of any approved alternative pursuant to B6;
- (e) costs to the City of administering multiple contracts.

B15.2 Further to B15.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other

irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B15.3 Further to B15.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.

B15.4 Further to B15.1(c), the Bid Price shall be the sum of the Approx. Quantity Purchased 2015, noted on Form B: Prices, multiplied by the low bid unit price for the approved product listed for Item Nos. 1 to 7, shown on Form B: Prices, plus the low bid unit price for each approved product listed for item No. 8, shown on Form B Prices.

B15.4.1 Further to B15.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B15.5 This Contract may be awarded as a whole or separately by item as identified on Form B: Prices.

B15.5.1 Notwithstanding B9.1, the Bidder may, but is not required to bid on all items.

B15.5.2 Notwithstanding B16.3, the City shall not be obligated to award any item to the responsible Bidder submitting the lowest evaluated responsive Bid for the item and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on all items, he/she shall have no claim against the City if his/her partial Bid is rejected in favour of an award of the Contract as a whole.

## **B16. AWARD OF CONTRACT**

B16.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B16.2 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.

B16.2.1 Without limiting the generality of B16.2, 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.

B16.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B15.

B16.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

B16.4 Notwithstanding C4.1, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B16.5 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 Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* 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 Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

D1.1 In addition to the *General Conditions for Supply of Services*, these Supplemental Conditions are applicable to the Work of the Contract.

#### **D2. SCOPE OF WORK**

D2.1 The Work to be done under the Contract shall consist of the Supply and Delivery of Disposable Paper Products (Paper Towels, Toilet Tissue, Facial Tissue, and Wipers), to potentially 225 different locations throughout the City of Winnipeg for the period of April 1, 2017 to March 31, 2018 with the option of eight (8) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) 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 respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.1.3 The Contractor may submit unit price increases to the Contract Administrator, prior to the extension period(s). Unit price increases shall not exceed the manufacturer increase and the Contractor shall

- (a) identify the items that are affected by the manufacturer increase;
- (b) submit the respective manufacturer notice with the unit price increase request;
- (c) submit the request at least seven (7) Business Days prior to the end of the quarter.
  - (i) 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 extension period.
  - (ii) The City reserves the right to terminate the item if agreement regarding a quarterly unit price increase cannot be reached.

D2.2 The Work shall be done on an "as required" basis during the term of the Contract.

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

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

D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2017.

D2.4 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. DEFINITIONS**

D3.1 When used in this Bid Opportunity:

- (a) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;

**D4. CONTRACT ADMINISTRATOR**

D4.1 The Contract Administrator is:

Rachel Eccles, SCMP (C.P.P.)  
Contracts Officer

Telephone No. 204 986-2451

Email Address: reccles@winnipeg.ca

D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

**D5. CONTRACTOR'S SUPERVISOR**

D5.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.

D5.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

**D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D6.1 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.

D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D6.3 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.

D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

**D7. NOTICES**

D7.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg  
Chief Financial Officer

Facsimile No.: 204 949-1174

**D7.2 Bid Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B7.**

## **SUBMISSIONS**

### **D8. AUTHORITY TO CARRY ON BUSINESS**

D8.1 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.

## **CONTROL OF WORK**

### **D9. COMMENCEMENT**

D9.1 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.

D9.2 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 D8;
  - (ii) evidence of the workers compensation coverage specified in C6.14; and
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D9.3 The City shall award this Contract by January 15, 2017.

### **D10. DELIVERY**

D10.1 Delivery charge for minimum order size less than \$500.00 shall be as indicated on Form B:Prices.

D10.2 The City's minimum order size shall be \$500.00. Goods shall be delivered on an "as-required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to various locations within the City, including one (1) location outside of the City limits:

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

D10.2.1 Goods shall be delivered within three (3) Business Days of the placing of an order, except where otherwise agreed at the time of ordering.

D10.2.2 The Contractor shall promptly report any delay or change to an agreed delivery date to the User.

D10.3 Goods shall be delivered between 8:30 a.m. and 2:00 p.m. on Business Days, except where otherwise agreed at the time of ordering.

D10.4 The Contractor shall off-load goods as directed at the delivery location.

## **D11. ORDERS**

D11.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

## **D12. RECORDS**

D12.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D12.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) user name(s) and addresses;
- (b) order date(s);
- (c) service date(s); and
- (d) description and quantity of services provided.

D12.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

## **MEASUREMENT AND PAYMENT**

### **D13. INVOICES**

D13.1 Further to C11, the Contractor shall submit an invoice for each portion of work performed 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)

D13.2 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 work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D13.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D13.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B7.**

### **D14. PAYMENT**

D14.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D14.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**D15. PURCHASING CARD**

- D15.1 The Contractor shall allow Users to charge items to their purchasing cards at no extra cost.
- D15.2 The Contractor's credit card website/gateway shall have appropriate current Payment Card Industry Data Security standards (PCI DSS) certification, (<https://www.pcisecuritystandards.org/index.shtml>). The credit card gateway shall meet the credit card data security requirements outlined by the Payment Card Industry Security Standards Council (PCI SSC) for service providers and/or software vendors.

**WARRANTY**

**D16. WARRANTY**

- D16.1 Warranty is as stated in C12.

## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Notwithstanding B6, **only approved products shall be allowed.** Bidder's wishing to submit their products for approval may do so in writing to the Contract Administrator for consideration for the next contract period.
- E1.3 The City shall be responsible for the cost associated with the supply of new dispensers to fit any new approved product awarded. **The bidder's price to the City for dispensers shall be consistent with the manufacturer's cost (for the dispensers) to the bidder.**
- (a) New dispensers shall be approved by the Contract Administrator prior to installation. Proprietary or Universal Dispensers will be mechanical hands-free, unless otherwise approved by the Contract Administrator.
  - (b) The Contractor shall be responsible to maintain, and replace dispensers, under normal use and at no cost to the city, for the duration of the Contract, to various City of Winnipeg locations.
  - (c) The City reserves the right to install the dispensers. If the Contractor is requested to install dispensers, Installation shall be at no-charge.
  - (d) Dispensers shall become the property of the City of Winnipeg.

#### E2. Approved Products

E2.1 The Contractor shall supply disposable paper products from the following approved products list.

- E2.2 Item No. 1 - Paper Towel Rolls – 1 ply [one of the following will be awarded]:
- |     |                |            |              |                           |        |         |           |
|-----|----------------|------------|--------------|---------------------------|--------|---------|-----------|
| (a) | Product RK206E | Tork       | SCA          | Universal Hand Roll Towel | (roll) | Natural | 1 ply; or |
| (b) | Product 01930  | White Swan | Kruger Paper | Paper Towel Rolls         | (roll) | White   | 1 ply; or |
| (c) | Product 01560  | Embassy    | Kruger Paper | Premium Paper Towel Rolls | (roll) | White   | 1 ply.    |
- E2.3 Item No. 2 - Paper Towel Rolls – Jumbo - 1 ply [one of the following will be awarded]:
- |     |               |                    |                 |                              |        |               |           |
|-----|---------------|--------------------|-----------------|------------------------------|--------|---------------|-----------|
| (a) | Product 31400 | Ecosoft Green Seal | BayWest         | Controlled Jumbo Paper Towel | (roll) | Natural White | 1 ply; or |
| (b) | Product 1870  | North River        | Cascades        | Jumbo Paper Towel            | (roll) | Moka Natural  | 1 ply; or |
| (c) | Product 1805  | Horizon            | Cascades        | Jumbo Paper Towel            | (roll) | Ultra White   | 1 ply; or |
| (d) | Product 01040 | Scott              | Kimberley Clark | Jumbo Hard Towel             | (roll) | White         | 1 ply; or |
| (e) | Product 01140 | Embassy            | Kruger Paper    | Supreme Jumbo Paper Towel    | (roll) | White         | 1 ply.    |
- E2.4 Item No. 3 – Paper Towel Sheets - Singlefold - 1 ply [one of the following will be awarded]:
- |     |                      |            |                 |                                  |        |       |           |
|-----|----------------------|------------|-----------------|----------------------------------|--------|-------|-----------|
| (a) | Product 1766         | Décor      | Cascades        | Singlefold Paper Towel           | (band) | White | 1 ply; or |
| (b) | Product SB1840       | Tork       | SCA             | Universal Singlefold Paper Towel | (band) | White | 1 ply; or |
| (c) | Product SK1850A      | Tork       | SCA             | Universal Singlefold Paper Towel | (band) | White | 1 ply; or |
| (d) | Product 01010        | Embassy    | Kruger Paper    | Singlefold Paper Towel           | (band) | White | 1 ply; or |
| (e) | Product 01700 (West) | Tradition  | Kimberley Clark | singlefold Paper Towel           | (band) | White | 1 ply. or |
| (f) | Product 01900 (West) | White Swan | Kruger Paper    | Singlefold Paper Towel           | (band) | White | 1 ply     |
- E2.5 Item No. 4 – Paper Towel Rolls – Centre Pull - 2 ply [one of the following will be awarded]:
- |     |               |        |                 |                   |        |       |           |
|-----|---------------|--------|-----------------|-------------------|--------|-------|-----------|
| (a) | Product 01020 | Scott  | Kimberley Clark | Centre Pull Towel | (roll) | White | 2 ply; or |
| (b) | Product 725   | Merfin | Merfin System   | Centre Pull Towel | (roll) | White | 2 ply.    |

**E2.6 Item No. 5 – Toilet Tissue - Rolls - 1 ply** [one of the following will be awarded]::

- |     |                 |            |                 |                              |                   |           |
|-----|-----------------|------------|-----------------|------------------------------|-------------------|-----------|
| (a) | Product 1458/01 | Envision   | Georgia Pacific | Ecologo Toilet Tissue (roll) | White (no emboss) | 1 ply; or |
| (b) | Product 05103   | White Swan | Kruger Paper    | Toilet Tissue (roll)         | White             | 1 ply; or |
| (c) | Product 19910   | Merfin 161 | Merfin Systems  | Toilet Tissue (roll) Jumbo   | White             | 1 ply; or |
| (d) | Product TS1639S | Tork       | SCA             | Toilet Tissue (roll)         | White             | 1 ply;    |

**E2.7 Item No. 6 – Toilet Tissue - Rolls - 2 ply** [one of the following will be awarded]::

- |     |               |             |                 |                      |       |           |
|-----|---------------|-------------|-----------------|----------------------|-------|-----------|
| (a) | Product 4102  | Elite       | Cascades        | Toilet Tissue (roll) | white | 2 ply; or |
| (b) | Product 4058  | North River | Cascades        | Toilet Tissue (roll) | White | 2 ply; or |
| (c) | Product 48040 | Scott       | Kimberley Clark | Toilet tissue (roll) | White | 2 ply; or |
| (d) | Product 05131 | Embassy     | kruger Paper    | Toilet Tissue (roll) | White | 2 ply; or |
| (e) | Product 05705 | Purex       | Kruger Paper    | Toilet Tissue (roll) | White | 2 ply.    |
| (f) | Product 07006 | Scott       | Kimberley Clark | Toilet Tissue (roll) |       |           |

**E2.8 Item No. 7 – Facial Tissue - Tissues - 2 ply:** [one of the following will be awarded]::

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

**E2.9 Item No. 8 – Wipers** **Each of the approved products for Item 8 will be awarded :**

- |     |               |               |                |   |       |            |
|-----|---------------|---------------|----------------|---|-------|------------|
| (a) | Product 34120 | Kimwipes      | Kimberly Clark | Delicate Task Wiper-Sheets (box)                  | White | 1 ply; and |
| (b) | Product 34256 | Kimwipes      | Kimberly Clark | Delicate Task Wiper-Sheets (box)                  | White | 1 ply; and |
| (c) | Product 47000 | Wypall        | Kimberly Clark | All Purpose Wypall-Quarterfold (band)             | Brown | 1 ply; and |
| (d) | Product 35401 | Wypall        | Kimberly Clark | X60 Hydroknit Wyper-Small Roll (roll)             | White | 1 ply; and |
| (e) | Product 34900 | Wypall        | Kimberly Clark | X60 Hydroknit Wiper-Flat sheet (box)              | White | 1 ply; and |
| (f) | Product 58310 | Wypal         | Kimberly Clark | Heavy Duty Wipe – sheet (Cansiter)                | Green | 1 ply; and |
| (g) | Product 41029 | Wypal         | Kimberly Clark | Heavy Duty Wipe- sheet (Quarterfold)              | red   | 1 ply; and |
| (h) | Product 83561 | Wypall        | Kimberly Clark | X70 Hydroknit Wyper-sheel (in a bucket)           | white | ;and       |
| (i) | Product 83571 | Wypall        | Kimberly Clark | X70 Hydroknit Wyper Refill pack                   | white | ;and       |
| (j) | Product 3001  | Cleaning Pads | Allegro        | Alcohol Free Towelette, 5x8 individually packaged |       |            |