



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 879-2008**

**RENTAL AND DELIVERY OF CO2 MINI BULK TANKS AND CO2 GAS**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 RENTAL AND DELIVERY OF CO2 MINI BULK TANKS AND CO2 GAS

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, December 18, 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. SITE INVESTIGATION**

B3.1 Further to C3, the Bidder may make an appointment to view the Site by contacting the Contract Administrator identified in D4.1.

B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B4.2 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.

B4.3 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.

B4.4 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.

B4.5 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.

B4.6 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.

### **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 internet site at <http://www.winnipeg.ca/matmgt>
- B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division internet site 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 materials, equipment, methods and products 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.
- 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 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 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 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 B14.

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.

**B7. BID SUBMISSION**

B7.1 The Bid shall consist of the following components:

- (a) Form A: Bid;
- (b) Form B: Prices.

B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.

B7.3 All components of the 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 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.

B7.5 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 Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

B7.5.1 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.

B7.6 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.

B7.7 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.

B7.8 If the Bid Submission 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 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.

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 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.

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 for each year 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.

B9.2 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.

## **B10. QUALIFICATION**

B10.1 The Bidder shall:

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

- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

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

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

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

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

B10.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B10.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

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

B11.1 Bids will not be opened publicly.

B11.2 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 Division internet site at <http://www.winnipeg.ca/matmgt>

B11.3 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 internet site at <http://www.winnipeg.ca/matmgt>

B11.4 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.

## **B12. IRREVOCABLE BID**

B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B12.2 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.

### **B13. WITHDRAWAL OF BIDS**

- B13.1 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.
- B13.1.1 Notwithstanding C21, 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.
- B13.1.2 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.
- B13.1.3 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 B13.1.3(b), declare the Bid withdrawn.
- B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

### **B14. EVALUATION OF BIDS**

- B14.1 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 B10 (pass/fail);
  - (c) Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B6.
- B14.2 Further to B14.1(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.
- B14.3 Further to B14.1(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.
- B14.4 Further to B14.1(c), the 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.
- B14.5 This Contract may be awarded as a whole.

### **B15. AWARD OF CONTRACT**

- B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B15.2 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.

- B15.2.1 Without limiting the generality of B15.2, 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.
- B15.3 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 B14.
- B15.3.1 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.
- B15.4 Notwithstanding C4 and Paragraph 6, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B15.5 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 and Delivery of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.
- C0.1.1 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 Division internet site 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 Goods*.

## **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.

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

D2.1 The Work to be done under the Contract shall consist of supply and installation of mini bulk CO2 tanks systems at various indoor pool locations, on an "as-required" supply basis of bulk CO2 for the period of February 1, 2009 to January 31, 2014.

D2.2 The major components of the Work are as follows:

- (a) Supply and installation of mini bulk CO2 tanks, backup CO2 cylinders, associated fill piping, stainless steel exterior-mounted fill box and brass fitting for exterior filling of the tank.
- (b) Disconnection and removal of equipment at the termination of the Contract.

D2.3 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 Notwithstanding 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. DEFINITIONS**

D3.1 When used in this Bid Opportunity:  
(a) "CO2" means Carbon Dioxide;

#### **D4. CONTRACT ADMINISTRATOR**

D4.1 The Contract Administrator is:  
Kathy Roberts  
Project Officer II  
100 Main Street, Winnipeg R3C 1A4  
Telephone No.: (204) 470-7380  
Facsimile No.: (204) 986-7311

#### **D5. NOTICES**

D5.1 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 address or facsimile number:

The City of Winnipeg  
Chief Financial Officer  
Administration Building, 3rd Floor  
510 Main Street

Winnipeg MB R3B 1B9  
Facsimile No.: (204) 949-1174

## **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 but in no event later than the date specified in C4 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 thirty (30) 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.

### **D8. MATERIAL SAFETY DATA SHEETS**

D8.1 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 seven (7) Calendar Days from notification of the award of Contract.

D8.2 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.

### **D9. WORKPLACE SAFETY AND HEALTH ACT**

D9.1 The Contractor shall ensure that each individual product supplied must be labelled in accordance with the requirements of the Workplace Safety and Health Act, Workplace Hazardous Materials Information System MR52/88. This information is available at the Province of Manitoba's website: <http://www.gov.mb.ca/labour/safety/pdf/regsumpart35.pdf> .

D9.2 The Contractor shall ensure that each individual product supplied is labelled in accordance with the requirements of Health Canada Environmental and Workplace Legislation and Guidelines

Act, located at the Government of Canada website: [http://www.hc-sc.gc.ca/ewh-semt/legislation/index\\_e.html](http://www.hc-sc.gc.ca/ewh-semt/legislation/index_e.html) .

- D9.3 The Contractor shall ensure that each end product container supplied shall contain the following information on the label, regardless of public or consumer exemptions:
- (a) Product identifier (name of product);
  - (b) Supplier identifier (name of company, manufacturer, or distributor that sold it);
  - (c) MSDS reference (a statement that MSDS data sheets are available, as specified in D8);
  - (d) WHMIS hazard symbols depicting pictures of the classifications;
  - (e) Risk phrases (words that describe the main hazards of the product);
  - (f) Precautionary measures (how to safely work with the product);
  - (g) First aid measures;
  - (h) Label shall have the WHMIS hatched border;
  - (i) All text shall be in both English and French.

## **SCHEDULE OF WORK**

### **D10. COMMENCEMENT**

- D10.1 The Contractor shall not commence any Work until he is in receipt of a purchase order from the City authorizing the commencement of the Work.
- D10.2 The Contractor shall not commence any Work until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D6;
    - (ii) evidence of the workers compensation coverage specified in C6.16;
    - (iii) evidence of the insurance specified in D7;
    - (iv) the Material Safety Data Sheets specified in D8; and
    - (v) a sample of the end product labels per the Workplace Safety and Health Act specified in D9.
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

### **D11. DELIVERY**

- D11.1 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.
- D11.1.1 Goods shall be delivered within three (3) Calendar Day(s) of the placing of an order, unless otherwise allowed by the User at the time of ordering.
- D11.2 Delivery of liquid CO2 to an external fill box may be delivered at whatever time that is convenient to the Contractor.
- D11.3 Delivery of replacement backup cylinders, filling of backup cylinders, repair/replacement of bulk system components, or any other work that must be done inside the building shall be done between **8:00 a.m. and 2:30 p.m. on Business Days**.
- (a) Where access to the inside of the building is required for deliveries or work, access shall be pre-arranged with the corresponding contact for that location.
- D11.3.1 Table B of these Supplemental Conditions, listing current invoicing addresses, is provided for the convenience of the Contractor only. The City reserves the right to revise locations as required by changes in its operations during the term of the Contract.

## **D12. LIQUIDATED DAMAGES**

- D12.1 If the Contractor fails to achieve delivery of the goods within the time specified in D11 Delivery, the Contractor shall pay the City one hundred dollars (\$100.00) per Calendar Day for each and every Calendar Day until the goods have been delivered.
- D12.2 The amount specified for liquidated damages in D12.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve delivery by the day fixed herein for same.
- D12.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **D13. ORDERS**

- D13.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

## **D14. RECORDS**

- D14.1 The Contractor shall keep detailed records of the goods supplied under the Contract.
- D14.2 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.
- D14.3 The Contractor shall provide the Contract Administrator with a copy of the records for each year within thirty (30) Calendar Days of the end of the Contract.

## **MEASUREMENT AND PAYMENT**

### **D15. INVOICES**

- D15.1 Further to GC.9.01 and notwithstanding GC.9.03, the Contractor shall submit an invoice for each order delivered.
- D15.2 Further to C21.4 and notwithstanding D5.3, the Contractor shall submit invoices to the locations designated at the time of ordering.
- D15.2.1 Table B of these Supplemental Conditions, listing current invoicing addresses, is provided for the convenience of the Contractor only. The City reserves the right to revise locations as required by changes in its operations during the term of the Contract.
- D15.3 The Contractor should invoice the City on a monthly basis. A summary statement shall accompany the invoices, and shall include:
- (a) the invoice number;
  - (b) the amount of each invoice;
  - (c) total statement value.
- D15.4 Invoices must 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.

D15.5 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

#### **D16. VERIFICATION OF WEIGHT**

D16.1 Further to C5, and other relevant clauses of the General Conditions, all products, which are paid for on a weight basis, shall be weighed on a scale certified by Consumer & Corporate Affairs, Canada.

D16.2 All tare weigh tickets shall have the gross weight and the time and date of weighing printed by an approved electro/mechanical printer coupled to the scale.

D16.3 The tare weight and net weight may either be hand written or machine printed.

D16.4 All weights, scales, and procedures shall be subject to inspection and verification by the Contract Administrator. Such inspection and verification may include, but shall not be limited to:

- (a) checking Contractor's scales for Consumer & Corporate Affairs certification seals;
- (b) observing weighing procedures;
- (c) random checking of either gross or tare weights by having such trucks as the Contract Administrator shall select weighed at the nearest available certified scale; and/or
- (d) checking tare weights shown on delivery tickets against a current tare (not more than one month old) to be carried in all trucks delivering weight measured materials to City of Winnipeg projects.

D16.5 It shall be the Contractor's responsibility to obtain this tare weight ticket and keep it current. This tare weight ticket shall be obtained by weighing the truck or truck/trailer(s) combination on a certified scale and shall show:

- (a) which scale the truck was weighed on;
- (b) the mechanically-printed tare weight;
- (c) the license number(s) of the truck and trailer(s); and
- (d) the time and date of weighing.

D16.6 No charge shall be made to the City for any delays or loss of production caused by such inspection and verification. Arrangements for the use of independent scales shall be made by the Contract Administrator and shall be at no cost to the Contractor.

D16.7 Computer generated printed batch weights accompanying the delivery tickets will be acceptable, subject to verification by the Contract Administrator.

#### **D17. PAYMENT**

D17.1 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.

D17.2 Further to GC.9.01, and at the option of the City, payment to the Contractor may be made by direct deposit to the Contractor's banking institution.

## **WARRANTY**

### **D18. WARRANTY**

- D18.1 Warranty is as stated in C11.
- D18.2 Notwithstanding C11, the warranty period for each item of Work supplied shall begin on the date of successful delivery and shall expire at the end of the Contract thereafter unless extended pursuant to C11.3, in which case it shall expire when provided.
- D18.3 Contractor shall inspect his equipment at regular intervals, and/or as required by law, and/or as requested by the Contract Administrator or his Agent. Equipment found to be faulty, defective, malfunctioning or improperly installed shall be replaced, repaired or corrected at the Contractor's expense within forty-eight (48) hours.

## TABLE A – DELIVERY LOCATIONS

Seven Oaks Pool  
444 Adsum Drive, Winnipeg MB R2P 1J1  
Attn: Jim Atamanchuk  
Ph: 986-6525

Bonivital Pool  
1215 Archibald Street, Winnipeg MB R2J 0Y9  
Attn: Bennett Oramasionwu  
Ph: 986-6800

Elmwood Kildonan Pool  
909 Concordia Avenue, Winnipeg MB R2K 2M6  
Attn: Andre Dion  
Ph: 986-6659

Margaret Grant Pool  
685 Dalhousie Drive, Winnipeg MB R3T 3Y2  
Attn: Bennett Oramasionwu  
Ph: 986-6800

St. James Civic Centre  
2055 Ness Avenue, Winnipeg MB R3J 0Z2  
Attn: Darren Berg  
Ph: 986-6711

St. James Centennial Pool  
644 Parkdale Street, Winnipeg MB R2Y 0X4  
Attn: Darren Berg  
Ph: 986-6711

Cindy Klassen Recreation Complex  
999 Sargent Avenue, Winnipeg MB R3E 3K6  
Attn: Rene Houle  
Ph: 986-3926

Sherbrook Pool  
381 Sherbrook Street, Winnipeg MB R3B 2W7  
Attn: Rene Houle  
Ph: 986-3926

North End Centennial Pool  
90 Sinclair Street, Winnipeg MB R2X 1X1  
Attn: Rob Lapinski  
Ph: 986-3815

Transcona Kinsmen Centennial Pool  
1101 Wabasha Street, Winnipeg MB R2C 1G6  
Attn: Andre Dion  
Ph: 986-6659

Pan Am Pool  
25 Poseidon Bay, Winnipeg MB R3M 3E4  
Attn: Mario Bednarski  
Ph: 986-5893

## TABLE B – INVOICING ADDRESSES

Seven Oaks Pool  
444 Adsum Drive, Winnipeg MB R2P 1J1  
Attn: Jim Atamanchuk  
Ph: 986-6525

Bonivital Pool  
1215 Archibald Street, Winnipeg MB R2J 0Y9  
Attn: Bennett Oramasionwu  
Ph: 986-6800

Elmwood Kildonan Pool  
909 Concordia Avenue, Winnipeg MB R2K 2M6  
Attn: Andre Dion  
Ph: 986-6659

Margaret Grant Pool  
685 Dalhousie Drive, Winnipeg MB R3T 3Y2  
Attn: Bennett Oramasionwu  
Ph: 986-6800

St. James Civic Centre  
2055 Ness Avenue, Winnipeg MB R3J 0Z2  
Attn: Darren Berg  
Ph: 986-6711

St. James Centennial Pool  
644 Parkdale Street, Winnipeg MB R2Y 0X4  
Attn: Darren Berg  
Ph: 986-6711

Cindy Klassen Recreation Complex  
999 Sargent Avenue, Winnipeg MB R3E 3K6  
Attn: Rene Houle  
Ph: 986-3926

Sherbrook Pool  
381 Sherbrook Street, Winnipeg MB R3B 2W7  
Attn: Rene Houle  
Ph: 986-3926

North End Centennial Pool  
90 Sinclair Street, Winnipeg MB R2X 1X1  
Attn: Rob Lapinski  
Ph: 986-3815

Transcona Kinsmen Centennial Pool  
1101 Wabasha Street, Winnipeg MB R2C 1G6  
Attn: Andre Dion  
Ph: 986-6659

Pan Am Pool  
Main Tank / Lap Pool  
25 Poseidon Bay, Winnipeg MB R3M 3E4  
Attn: Mario Bednarski  
Ph: 986-5893

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS AND DRAWINGS**

- 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. BULK CO2 SYSTEMS**

- E2.1 The Contractor shall supply and install bulk CO2 system components and CO2 gas as shown on Form B: Prices, and in accordance with the requirements hereinafter specified.
- (a) Rental, delivery, and installation of mini bulk CO2 system and backup system, per the following table, Table C indicates the installation locations and system sizes, and is provided for the convenience of the Contractor.
  - (b) The City reserves the right to revise locations as required by changes in its operations during the term of the Contract.
- E2.2 Bulk CO2 System:
- (a) Work shall include all materials from the CO2 mini bulk tank to the external fill valve, including:
    - (i) associated piping (to a maximum of twenty (20) feet) from the mini bulk tank to an exterior wall. Piping shall be ½" type K copper tubing with rubber cell insulation;
    - (ii) drilling a hole through the exterior wall for the fill and vent piping;
    - (iii) stainless steel exterior surface-mount fill box with key lock. Fill box to come complete with ¾" brass male fill connection and vent hose connection; and
    - (iv) fill box shall be installed between 36"-48" above grade level, and shall have a minimum clearance from all obstructions of 12" in all directions.
- E2.3 Backup System:
- (a) Generally, Work shall include rental, delivery and installation of one (1) fifty / sixty (50-60) pound backup CO2 cylinder and switchover connection, and all materials required to enable CO2 to be fed from the backup cylinder in the event that the mini bulk tank is empty or un-useable.
  - (b) Pan Am Pool backup system shall include supply and installation of one (1) four-hundred and fifty (450) pound CO2 cylinder and switchover connection, and all materials required to enable CO2 to be fed from the backup cylinder to either the main tank, lap pool, or kiddie pool, in the event that either of the two (2) seven hundred and fifty (750) pound mini bulk tanks are empty or un-useable.
- E2.4 Disconnection and Removal at End of Contract:
- (a) Work shall include disconnection and removal of the entire bulk CO2 system (mini bulk tank, piping, external fill box, valves, backup CO2 cylinder, piping and switchover connection) at end of contract.
- E2.5 Pressure vessels and installation must comply with all local, provincial and federal laws and codes.

**TABLE C – SYSTEM SIZES AND INSTALLATION LOCATIONS**

<b>Location</b>	<b>Tank Size</b>	<b>CO2 System Size</b>	<b>Backup System</b>
Seven Oaks 444 Adsum	475,000	450 lb	Backup System per Items 5 and 6 on Form B: Prices
Bonivital 1215 Archibald	182,035	450 lb	Backup System per Items 5 and 6 on Form B: Prices
Elmwood Kildonan 909 Concordia	475,000	450 lb	Backup System per Items 5 and 6 on Form B: Prices
Margaret Grant 685 Dalhousie	110,000	450 lb	Backup System per Items 5 and 6 on Form B: Prices
St. James Civic 2055 Ness	105,769	450 lb	Backup System per Items 5 and 6 on Form B: Prices
St. James Centennial 644 Parkdale	167,199	450 lb	Backup System per Items 5 and 6 on Form B: Prices
Cindy Klassen 999 Sargent	494,000	450 lb	Backup System per Items 5 and 6 on Form B: Prices
Sherbrook 381 Sherbrook	120,000	450 lb	Backup System per Items 5 and 6 on Form B: Prices
North End 90 Sinclair	254,000	450 lb	Backup System per Items 5 and 6 on Form B: Prices
Transcona 1101 Wabasha	118,425	450 lb	Backup System per Items 5 and 6 on Form B: Prices
Pan Am Main Tank	1,000,000	750 lb	one 450 lb tank to be shared between the Main Tank and the Lap Pool
Pan Am Lap + Kiddie	518,970	750 lb	(see Main Tank)

**E3. CYLINDER AND TANK RENTAL**

- E3.1 Cylinder rental for Item Nos. 2, 3 and 6 shall be the provision of rental cylinders of various sizes as indicated on Form B: Prices.
- (a) The estimated annual quantities for Item Nos. 2, 3 and 6 on Form B: Prices are based on the number of cylinders and length of time in the City's possession, i.e. from date of delivery to date of return. Rentals may be seasonal, or otherwise for a period less than the total duration of the Contract. If the Bidder is offering rental charges on another basis, e.g. an initial "no charge" period, daily rate, etc., Bidder shall provide details of how charges will be calculated.
  - (b) Cylinders being returned to the Contractor shall be picked up by the Contractor within two (2) Business Days of notification by the User, except where otherwise agreed at the time of notification. No payment shall be made for additional time in the City's possession as a result of a delay in pick-up allowed for the convenience of the Contractor.
  - (c) Unless otherwise stipulated by the Bidder in their Bid, rental charges for partial months shall be prorated and calculated on the basis of thirty (30) days per month.

**E4. TRANSPORTATION OF DANGEROUS GOODS**

- E4.1 The Consignors/Carrier shall be licensed in order to transport hazardous waste; in other words anyone transporting dangerous goods must be a licensed carrier. In addition, Consignors/Carriers are responsible for any reasonable initial response procedures which

include the reporting requirements for accidents (spills) and dangerous occurrences. They shall carry their training certificate when handling or transporting dangerous goods.