



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 20-2014

SUPPLY AND DELIVERY OF LUBRICANTS

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND DELIVERY OF LUBRICANTS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, May 6, 2014.

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 D3.1.

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 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/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.

- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with 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.
- B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B14.1(a).

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, will be evaluated in accordance with B14.1(a).
- 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/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 (2) 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 Prices on Form B: Prices shall include:
- (a) duty;
 - (b) freight and cartage;
 - (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
 - (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.
- B9.1.2 Prices on Form B: Prices shall not include Environmental Handling Charges (EHC) or fees, 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.

- B9.3.1 The Bidder shall include, **if applicable**, pallets / drum deposit charges on Form B: Prices, if this item is not completed it will be understood that there are no pallet / drum deposit charges that apply.
- (a) The Contractor shall pay all transportation charges both ways on all items in accordance with D11.1. The items will be used by the City of Winnipeg when the drums are emptied the Contract Administrator will inform the Contractor for their return.
 - (b) Drums being returned for **credit** to the Contractor shall be picked up by the Contractor within two (2) Business Day 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.

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 website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).
- B10.4 The Bidder shall submit, within five (5) 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.
- B10.4.1 The Bidder shall provide representative samples of the goods offered, as described in E2, for detailed inspection and approval.
- B10.4.2 Failure to supply the sample unit(s) within the time period stated in B10.4, may result in the bid being determined to be non-responsive.
- B10.4.3 The Bidder shall be responsible for all freight costs associated with the delivery and return of samples.
- 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 website 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 website 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 (2) 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/her 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/her Bid after the Submission Deadline but before his/her 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, or

- acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
- (c) Total Bid Price 100%;
- (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/her Bid or in other information required to be submitted, that he/she is responsible and qualified.
- B14.4 Further to B14.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- 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/her Bid upon written request to the Contract Administrator.
- B15.4 Notwithstanding C4 and Paragraph 6 of Form A:Bid, 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 of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- 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 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 delivery of lubricants for the period from July 1, 2014 until June 30, 2015, with the option of four (4) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on July 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.2 The Bidder may offer additional services to be performed under the Contract, e.g., technical consultation, education, inventory management (maintenance of bulk tank quantity), etc.

D2.3 The Work shall be done on an "as required" basis during the term of the Contract.

D2.3.1 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.

D2.3.2 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.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:
Ken M. Stelmack, SCPM, CIM, CPM.
Contracts Officer
Telephone No.: 204 - 986-2293
Facsimile No.: 204 - 949-1178

D4. TECHNICAL ADVISOR

D4.1 The Technical Advisor for **Fleet** is:
Dennis Konowich
Superintendent of Equipment and Shops
Fleet Management Agency (SOA)
770 Ross Avenue
Winnipeg MB R3E 1C6
Telephone No.: 204 - 986-5201
Facsimile No.: 204 - 986-3773

D4.2 The Technical Advisor for **Transit** is:
Ron Martin
Stores Inventory Coordinator
Transit
421 Osborne Street South

Winnipeg MB R3L 2A2

Telephone No.: 204 - 986-6864

Facsimile No.: 204 - 986-5809

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D5.4 A Contractor who violates any provision of D4 may be determined to be in breach of Contract.

D6. NOTICES

- D6.1 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:
- The City of Winnipeg
Chief Financial Officer
Facsimile No.: 204 - 949-1174

D7. CHANGES IN THE WORK

- D7.1 It is anticipated that, during the term of the Contract, changes in product standards, required to meet warranty requirements and recommendations of equipment manufacturers, will result in changes to the specifications for products required by the City.
- D7.2 Where the Contractor is unable to supply a replacement product to meet a change in the City's requirements, the City shall have the right to reduce the quantity of the product or delete the product from the Contract and obtain the replacement product by any means available without relieving the Contractor from any other obligation under the Contract.
- D7.3 Further to C.7.1 and C.7.2., adjustments to the Contract Time or the Contract Price will be considered only for changes required by the City or required to meet generally recognized new industry standard(s). Adjustments will not be considered for voluntary changes undertaken by the Contractor for other reasons.
- D7.4 Further to C.7.4, "actual cost" shall include only the direct cost of physical differences in the replacement product. It shall not include the cost of development, testing, licensing, packaging, marketing and other ancillary requirements.

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.

D9. MATERIAL SAFETY DATA SHEETS

D9.1 The Contractor shall provide the Contract Administrator with one (1) copy of Material Safety Data Sheets (MSDS's) for each product to be supplied under the Contract at least two (2) Business Days prior to the commencement of Work but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D9.2 Throughout the term of the Contract, the Contractor shall provide the Contract Administrator with revisions or updates of the MSDS's as soon as may be reasonably possible.

SCHEDULE OF WORK

D10. COMMENCEMENT

D10.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D10.2 The Contractor shall not commence any Work until:

(a) the Contract Administrator has confirmed receipt and approval of:

- (i) evidence of authority to carry on business specified in D8;
- (ii) evidence of the workers compensation coverage specified in C6.16;
- (iii) the Material Safety Data Sheets specified in D9.

(b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D11. 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 Goods shall be delivered between 7:30 a.m. and 3:30 p.m. for all departments as shown on Table A, except to the Transit Department where the goods shall be delivered between 7:30 a.m. and 2:00 p.m., on Business Days.

D11.3 The Contractor shall off-load goods as directed at the delivery location.

D11.4 Table A of these Specifications, listing intended delivery locations, is provided for the convenience of the Bidder only. The City reserves the right to add or delete locations, within the boundaries of the City, or alter the type or quantity of goods to be supplied to any location as required by changes in its operations during the term of the Contract.

D12. ENVIRONMENTAL CLEAN UP

D12.1 The Contractor is responsible for the immediate cleanup of **any** spillage or leakage of material from a container, including but not limited to, any spillage or leakage which occurs during the transporting of materials, which the City has not caused.

D12.2 The material must be cleaned up, picked up, moved or otherwise remediated within three (3) hours of becoming aware of the spillage/leakage or a request from the Contract Administrator pursuant to this D12.3 whichever is sooner.

D12.3 In the event that the Contractor does not comply with D12.1 and D12.2, the Contractor will be considered in default of the Contract and the City may clean up, pick up, move or otherwise remediate the material and all costs in this regard will be charged to the Contractor and deducted from his payment.

D12.4 Serious and/or repeated defaults of this nature may be grounds for termination of the Contract.

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);
- (d) description and quantity of goods supplied.

D14.3 The Contractor shall provide the Contract Administrator with a copy of the usage records for each year within sixty (60) Calendar Days of the end of year one (1) and within sixty (60) Calendar Days at the end of any Contract extension period should the Contract be extended, as indicated in clause D2.1.

MEASUREMENT AND PAYMENT

D15. INVOICES

D15.1 Further to C10, the Contractor shall submit an invoice for each order delivered to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: 204 - 949-0864

Email: CityWpgAP@winnipeg.ca

D15.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of goods delivered;
- (e) each delivery shall be accompanied with the suppliers metered slip confirming the quantity by litre of product being delivered for bulk shipment only;
- (f) the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts; and
- (g) the Contractor's GST registration number.

D15.3 The Contractor should invoice the City on a monthly basis. A summary statement shall accompany the invoices and include:

- (a) the invoice number; amount of invoice;
- (b) total statement value.

D15.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D15.5 Bids Submissions must be submitted to the address in B7.5.

D16. PAYMENT

D16.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D16.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D17. WARRANTY

D17.1 Warranty is as stated in C11.

TABLE A – DELIVERY LOCATIONS

GOLF SERVICES (SOA)

Delivery Locations

Windsor Golf Course
10 DesMeurons Ave
Winnipeg MB

Kildonan Golf Course
2021 Main Street
Winnipeg MB

Crescent Drive Golf Course
781 Crescent Drive
Winnipeg MB

Invoicing Addresses

Winnipeg Golf Services
2nd Floor – 65 Garry Street
Winnipeg MB R3C 4K4

PLANNING, PROPERTY & DEVELOPMENT

Delivery Locations

Brookside Cemetery
3001 Notre Dame Ave
Winnipeg MB

Invoicing Addresses

Planning, Property & Development (Brookside)
3001 Notre Dame Ave
Winnipeg MB R3H 1B8

WATER AND WASTE

Delivery Locations

North End Water Pollution Control Complex
2230 Main Street
Winnipeg MB

South Water Pollution Control Complex
100 Ed Spencer Drive
Winnipeg MB

West End Water Pollution Control Complex
7740 Wilkes Ave
Winnipeg MB

Water & Waste (G.W.W.D.)
598 Plinguet Street
Winnipeg MB

Water & Waste Stores
Door 24 – 552 Plinguet
Winnipeg MB

Water & Waste
1901 Brady Road
Winnipeg MB

Invoicing Addresses

Water and Waste
Finance and Administration Division
109 – 1199 Pacific Avenue
Winnipeg MB R3E 3S8

FIRE PARAMEDIC SERVICES

Delivery Locations

Fire Paramedic Service
2546 McPhillips
Winnipeg MB

Invoicing Addresses

Fire Paramedic Service
2nd Floor – 185 King Street
Winnipeg MB R3B 1J1

NOTE: The Bulk tank for item (15) holds nine hundred (900) litres;
The Bulk tank for item (18) holds nine hundred (900) litres;
The Bulk tank for item (38) holds nine hundred (900) litres;

FLEET SERVICES

Delivery Locations

Fleet Management Agency
Repair Facility # 1
195 Tecumseh Street
Winnipeg MB

Invoicing Addresses

Fleet Management Agency
770 Ross Avenue
Winnipeg MB R3E 1C6

NOTE: The Bulk tank for item (11) holds fifty-five hundred (5,500) litres;
The Bulk tank for item (15) holds twenty-one hundred (2,100) litres;
The Bulk tank for item (18) holds fifteen hundred (1,500) litres;
The Bulk tank for item (39) holds fifteen hundred (1,500) litres;
The Bulk tank for item (46) holds nineteen hundred (1,900) litres.

Fleet Management Agency
215 Tecumseh Street
Winnipeg MB

Fleet Management Agency
Repair Facility # 6
1539 Waverley Street
Winnipeg MB

NOTE: The Bulk tank for item (11) holds thirteen hundred (1,300) litres.
The Bulk tank for item (15) holds thirteen hundred (1,300) litres;
The Bulk tank for item (18) holds thirteen hundred (1,300) litres;
The Bulk tank for item (46) holds thirteen hundred (1,300) litres.

Public Works (East Yard)
960 Thomas Ave.
Winnipeg MB

NOTE: The Bulk tank for item (26) holds eleven hundred (1,100) litres;
(26) holds five hundred & fifty (550) litres.

PUBLIC WORKS

Delivery Locations

Public Works Stores
Central Stores
1277 Pacific Ave
Winnipeg MB

Public Works
565 Watt Street
Winnipeg MB

Public Works
2000 Portage Avenue
Winnipeg MB

Public Works
370 Daly Street North
Winnipeg MB

Public Works
Forestry Branch
1539 Waverley Street
Winnipeg MB

Public Works Street Maintenance Div.
590 St. Anne's Road
Winnipeg MB

Public Works Street Maintenance Div.
849 Ravelston Avenue West
Winnipeg MB

Public Works Street Maintenance Div.
1539 Waverley Street
Winnipeg MB

Public Works (East Yard)
960 Thomas Ave.
Winnipeg MB

Invoicing Addresses

Public Works Stores
1277 Pacific Ave
Winnipeg MB R3E 1G7

Public Works (Parks & Open Spaces)
105 – 1155 Pacific Avenue
Winnipeg MB R3E 3P1

Public Works
Main Floor – 1539 Waverley Street
Winnipeg MB R3T 4V7

Public Works Street Maintenance Div.
104 – 1155 Pacific Avenue
Winnipeg MB R3E 3P1

COMMUNITY SERVICES

Delivery Locations

Insect Control Branch
3 Grey Street
Winnipeg MB

Invoicing Addresses

Community Services Division
Main Floor – 1539 Waverley Street
Winnipeg MB R3T 4V7

WINNIPEG POLICE SERVICES

Delivery Locations

Winnipeg Police (Vehicle Services Unit)
55 Princess Street
Winnipeg MB

Invoicing Addresses

Winnipeg Police Service
151 Princess Street
Winnipeg MB R3B 1L1

TRANSIT DEPARTMENT

Delivery Locations

Transit (Carruthers Garage)
1520 Main Street
Winnipeg MB

NOTE: The Bulk tanks for items (11, 15, 37 and 46) each holds twenty-five hundred (2,500) litres.

Transit (Wash Rack)
421 Osborne Street
Winnipeg MB

NOTE: The Bulk tanks for items (11 and 15) each holds twenty-five hundred (2,500) litres.
The Bulk tank for item (37) holds fifteen hundred (1,500) litres.

Transit (G) Section
421 Osborne Street
Winnipeg MB

NOTE: The Bulk tanks for items (11, 15, 37 and 46) each holds twenty-five hundred (2,500) litres.

Transit Stores
421 Osborne Street
Winnipeg MB

NOTE: This is for non-bulk items.

Invoicing Addresses

Winnipeg Transit
421 Osborne Street
Winnipeg MB R3L 2A2

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

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

E2. GOODS

- E2.1 The Contractor shall supply and deliver goods under the Contract and shall be in accordance with the specifications on Form B: Prices for each item.
- E2.2 Specifications are shown in an item/specification matrix where:
- (a) an indicator (◆) indicates that the product must meet all requirements of the referenced specification or standard;
 - (b) a blank indicates that the specification is not required or not applicable for the item.
- E2.3 Bidders shall, within seven (7) Calendar Days of a request by the Contract Administrator or his/her designate, submit evidence of conformance to specifications.

E3. INDUSTRY STANDARDS

- E3.1 Items shall be deemed to conform to the specified API Engine Service Classification only if the product is licensed by the American Petroleum Institute for the specified classification or for a higher classification which includes the specified classification. Bidders shall, within five (5) Calendar Days of a request by the Contract Administrator, submit evidence of licensing.
- E3.2 Items shall be deemed to conform to ILSAC GF-4 only if the product is licensed through the International Lubricants Standardization and Approval Committee for the use of the ILSAC Certification Mark. Bidders shall, within five (5) Calendar Days of a request by the Contract Administrator, submit evidence of licensing.
- E3.3 Items shall be deemed to conform to the specified NLGI Automotive Service Grease Performance Classifications only if the product is licensed by the National Lubricating Grease Institute for the use of the NLGI Certification Mark. Bidders shall, within five (5) Calendar Days of a request by the Contract Administrator, submit evidence of licensing.

E4. CONTAINERS

- E4.1 Where a product is specified in more than one container type, the product(s) offered for the various container types shall be compatible with each other (e.g., for Items No. 11 to 15 – Engine oil – heavy duty 15W40 in 1L, 4L, 20L, 205L and bulk shall be compatible with each other when product in one container type is used for an initial fill and product in another container type is used for subsequent maintenance, i.e., "topping up").
- E4.2 Further to B6 of the Bidding Procedures:
- (a) where one litre (1 L) containers are specified on Form B: Prices, four litre (4 L) containers are approved as equals and may be substituted;
 - (b) where four hundred (400 G) gram containers are specified on Form B: Prices, three hundred and seventy-five (375 G) grams to four hundred and twenty-five (425 G) gram containers are approved as equals and may be substituted provided that the external dimensions of the containers are compatible with standard dispensing equipment;
 - (c) where four litre (4 L) containers are specified on Form B: Prices, five litre (5 L) containers are approved as equals and may be substituted;

- (d) where twenty (20 L) litre pails, seventeen (17 Kg) kilogram, or larger, containers are specified on Form B: Prices, containers varying by not more than ten percent (10%) from the sizes specified on Form B: Prices are approved as equals and may be substituted.

E4.3 Bidders proposing to substitute container types shall note that an approved alternative shall be made in accordance with B6.

E5. MINIMUM ORDER QUANTITY

E5.1 The City will accept minimum order quantities not exceeding the following limits:

- | | |
|--------------------------|------------------|
| (a) 1 Litre containers | 12 Litre; |
| (b) 4 Litre containers | 16 Litre; |
| (c) 20 Litre containers | 20 Litre; |
| (d) 60 Litre containers | 60 Litre; |
| (e) 205 Litre containers | 205 Litre; |
| (f) Bulk | 500 – 800 Litre; |
| (g) 400 G containers | 12 Kg.; |
| (h) 17 Kg containers | 17 Kg.; |
| (i) 54 Kg containers | 54 Kg.; |
| (j) 185 Kg containers | 180 Kg. |

or the volume or weight of an equivalent number of containers where substitute container types are proposed and approved in accordance with B6 of the Bidding Procedures or E4.2.

E5.2 The City of Winnipeg intends to order packaged goods in shipments of one (\$ 100.00) hundred dollars plus and if a Delivery charge is applicable it can be applied to orders of less than one (\$ 100.00) hundred dollars.

E6. RECYCLED PRODUCTS

E6.1 Notwithstanding C4.2, re-refined or otherwise recycled material content is permitted provided that the finished products, as delivered, meet the requirements of the Specifications.

E7. TESTING

E7.1 Further to C9, the City may test samples of the goods supplied for conformance to the Specifications.

E7.2 Further to C9, goods which fail to meet the requirements of the Specifications shall be replaced at no cost to the City. If goods which fail to meet the requirements of the Specifications are delivered into bulk tanks, the Contractor shall, upon instruction by the Contract Administrator, remove and dispose of the entire contents of the affected tanks and replace the entire amount at no cost to the City.