



THE CITY OF WINNIPEG

TENDER

TENDER NO. 739-2021

**PROVISION OF FUEL DELIVERY FOR THE BRADY ROAD RESOURCE
MANAGEMENT FACILITY AND EQUIPMENT**

TABLE OF CONTENTS

PART A - BID SUBMISSION

- Form A: Bid/Proposal
- Form B: Prices
- Form N: Price Adjustment Mechanism

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	2
B6. Addenda	2
B7. Substitutes	2
B8. Bid Submission	3
B9. Bid	3
B10. Prices	4
B11. Price Adjustment Mechanism	5
B12. Disclosure	7
B13. Conflict of Interest and Good Faith	7
B14. Qualification	8
B15. Opening of Bids and Release of Information	8
B16. Irrevocable Bid	9
B17. Withdrawal of Bids	9
B18. Evaluation of Bids	9
B19. Award of Contract	10

PART C - GENERAL CONDITIONS

C0. General Conditions	1
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PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Cooperative Purchase	2
D4. Definitions	3
D5. Contract Administrator	3
D6. Notices	3

Submissions

D7. Authority to Carry on Business	3
D8. Insurance	3
D9. Safety Data Sheets	4

Schedule of Work

D10. Commencement	4
D11. Delivery	5
D12. Liquidated Damages	5
D13. COVID-19 Schedule Delays	5
D14. Safety	6
D15. Employee Behaviour and Supervision	6
D16. Dress Code and Identification	7
D17. Orders	7
D18. Records	7

Measurement and Payment

D19. Measurement	7
D20. Price Adjustments	7

D21. Invoices	8
D22. Payment	8
D23. Payment Schedule	8
Warranty	
D24. Warranty	8
Third Party Agreements	
D25. Funding and/or Contribution Agreement Obligations	8

PART E - SPECIFICATIONS

General	
E1. Applicable Specifications and Drawings	1
E2. Goods	1
E3. Testing	1
E4. Regulations	1
E5. Environmental Clean-up	2
E6. Locations	2
E7. Equipment	2
E8. Fuel Trucks	2
E9. Fuel Consumption Reporting	2

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF FUEL DELIVERY FOR THE BRADY ROAD RESOURCE MANAGEMENT FACILITY AND EQUIPMENT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, January 4, 2022.

B2.2 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.

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.

B3.3 The Bidder is responsible for determining:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the nature of the surface and subsurface conditions at the Site;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect his/her Bid or the performance of the Work.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Tender, 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 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B4.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support

Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

- B5.1 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.
- B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Tender to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.
- B6.2 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.
- B6.3 Addenda will be available on the MERX website at www.merx.com.
- B6.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D5.

B7. SUBSTITUTES

- B7.1 The Work is based on the materials, equipment, methods and products specified in the Tender.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 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.
- B7.4 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.

- B7.5 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.
- B7.6 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.
- B7.6.1 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.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 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 B18.
- B7.9 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.

B8. BID SUBMISSION

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid/Proposal;
 - (b) Form B: Prices;
 - (c) Form N: Price Adjustment Mechanism (Option 1 or Option 2) or an attachment describing the Bidder’s proposed price adjustment mechanism (Option 3).
- B8.2 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.
- B8.3 The Bid shall be submitted electronically through MERX at www.merx.com.
- B8.3.1 Bids will **only** be accepted electronically through MERX.
- B8.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B18.1(a).

B9. BID

- B9.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 In Paragraph 3 of Form A: Bid/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
- (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.

B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B9.5 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.

B10. PRICES

B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B10.1.1 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.

B10.2 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.

B10.3 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.

Taxes

- B10.4 The City purchases Item No. 2 – Diesel fuel, Type B-ULS, Marked exempt from Provincial tax, pursuant to The Motive Fuel Tax Act (Manitoba), subsection 2.1(2). For the uses specified thereunder, any purchaser may purchase marked or coloured motive fuel exempt from tax and without a permit.

B11. PRICE ADJUSTMENT MECHANISM

General

- B11.1 The city requires a price adjustment mechanism applied on either a daily, weekly or monthly basis.
- B11.2 The Bidder may submit a Bid on the basis of:
- (a) Option 1 – Price Index to Crude Oil Price;
 - (b) Option 2 – Price Index to Product Price; or
 - (c) Option 3 – Bidder's Proposed Price Adjustment Mechanism.
- B11.3 The Bidder is advised that, if they are submitting bids on the basis of more than one option, to clearly identify both Form B: Prices and Form N: Price Adjustment Mechanisms (or an attachment describing the Bidder's proposed price adjustment mechanism) for each option.
- B11.4 The Bidder shall be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, a written record of the proposed indices for at least the most recent thirty-six (36) month period available.

Option 1 – Price index to Crude Oil Price

- B11.5 If the Bidder is submitting a Bid based on Option 1 – Price Index to Crude Oil Price, they shall complete Form N: Price Adjustment Mechanism – Option 1 – Price Index to Crude Oil Price.
- B11.6 The fuel price component of each Total Unit Price should be increased or decreased by one ten-thousandth of a dollar per litre (\$0.0001/L).
- B11.7 In addition to any increase or decrease pursuant to B11.6, the fuel price component of each Total Unit Price should be increased or decreased by the amount of any applicable Other Price Adjustments identified by the Bidder on Form N: Price Adjustment Mechanism – Option 1 – Price Index to Crude Oil Price.
- B11.7.1 If no such price adjustments are identified, it will be interpreted that the Bidder proposes that no adjustments are applicable.
- B11.7.2 If it is not clearly identified whether a price adjustment is an increase or a decrease, it will be interpreted that the Bidder proposes the adjustment as an increase.
- B11.8 Unless otherwise stipulated by the Bidder in the Bid Submission, all calculations shall be rounded to the nearest one ten-thousandth of a dollar per litre (\$0.0001/L).

Option 2 – Price Index to Product Price

- B11.9 If the Bidder is submitting a Bid based on Option 2 – Price Index to Product Price, they shall complete Form N: Price Adjustment Mechanism – Option 2 -Price Index to Product Price
- B11.10 The fuel price component of each Total Unit Price should be increased or decreased by one ten-thousandth of a dollar per litre (\$0.0001/L).
- B11.11 In addition to any increase or decrease pursuant to B11.10, the fuel price component of each Total Unit Price should be increased or decreased by the amount of any applicable Other Price

Adjustments identified by the Bidder on Form N:Price Adjustment Mechanism – Option 2 – Price Index to Product Price.

- B11.11.1 If no such price adjustments are identified, it will be interpreted that the Bidder proposes that no adjustments are applicable.
- B11.11.2 If it is not clearly identified whether a price adjustment is an increase or a decrease, it will be interpreted that the Bidder proposes the adjustment as an increase.
- B11.12 Unless otherwise stipulated by the Bidder in the Bid Submission, all calculations shall be rounded to the nearest one ten-thousandth of a dollar per litre (\$0.0001/L)

Option 3 – Price Index to Product Price

- B11.13 Notwithstanding B7, the Bidder may submit a Bid based on an alternative price adjustment mechanism without applying for approval of the substitute and without submitting a Bid based on one of the price adjustment mechanisms specified above.
- B11.14 The Bidder may use Option 3 to:
- (a) submit a Bid based on an alternative price adjustment mechanism;
 - (b) supplement a Bid based on Option 1 or Option 2 with a **price adjustment mechanism for delivery costs**.
- B11.14.1 If Bidders choose to request a price adjustment mechanism for delivery costs, to be reviewed annually, Bidders must include a **maximum** percent increase per litre. Adjustments must be based on indices which can be verified through independent sources (i.e., published or posted publicly).
- B11.14.2 Adjustment shall not exceed the maximum stated in accordance with B11.14.1.
- B11.15 Proposed price adjustment mechanisms (Option 3) must:
- (a) be based on indices which are directly related to the cost of production and transportation, or the fair market price, of the subject fuel(s);
 - (b) be based on indices which can be verified through independent sources (i.e., published or posted publicly);
 - (c) provide notice to the Contract Administrator at least one (1) Business Day prior to the effective date of each price adjustment; and
 - (d) be determinable, i.e., conditions such as “to be determined” or “to be negotiated” will be determined to be non-responsive.
- B11.16 If the Bidder is submitting a Bid based on Option 3 – Bidder's Proposed Price Adjustment Mechanism, they shall submit with their Bid an attachment clearly describing the proposed price adjustment mechanism.
- B11.16.1 The description of the proposed price adjustment mechanism must contain information comparable in detail to Options 1 and 2, including but not limited to:
- (a) Identification of the indices and data sources;
 - (b) The values of the indices used to calculate each fuel price component on Form B: Prices;
 - (c) A clear description of the calculation method; and
 - (d) A sample calculation of a price adjustment.
- B11.16.2 If quoting rack pricing use **Winnipeg** as the f.o.b. point.
- B11.17 Unless otherwise stipulated by the Bidder in the Bid Submission, all calculations shall be rounded to the nearest one ten-thousandth of a dollar per litre (\$0.0001/L).

B12. DISCLOSURE

B12.1 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.

B12.2 The Persons are:

- (a) 4Refuel – Technical specifications provided for use in the Work.

B13. CONFLICT OF INTEREST AND GOOD FAITH

B13.1 Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B13.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Tender process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

B13.3 In connection with its Bid, each entity identified in B13.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B13.4 Without limiting B13.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B13.5 Without limiting B13.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
- (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B13.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B13.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B14. QUALIFICATION

B14.1 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.

B14.2 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 <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

B14.3 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).

B14.4 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.

B14.5 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.

B15. OPENING OF BIDS AND RELEASE OF INFORMATION

B15.1 Bids will not be opened publicly.

- B15.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.
- B15.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.
- B15.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B15.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B16. IRREVOCABLE BID

- B16.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B16.2 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 until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B17. WITHDRAWAL OF BIDS

- B17.1 A Bidder may withdraw his/her Bid without penalty at any time prior to the Submission Deadline.

B18. EVALUATION OF BIDS

- B18.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B14 (pass/fail);
 - (c) total evaluated price;
 - (d) economic analysis of any approved alternative pursuant to B7.
- B18.2 Further to B18.1(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.
- B18.3 Further to B18.1(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 qualified.
- B18.4 Further to B18.1(c), the total evaluated price shall be the sum of the quantities multiplied by the unit prices for each of the three dates in time shown on Form B: Prices and divided by 3 to reach an average for each item.
- B18.4.1 Further to B18.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B18.4.2 The City's estimate of unit prices during the term of the Contract shall be based on the unit prices bid, the price adjustment mechanism(s) proposed by the Bidder and any known scheduled changes in taxes.

B18.5 This Contract will be awarded as a whole.

B19. AWARD OF CONTRACT

B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B19.2 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 qualified, and the Bids are determined to be responsive.

B19.2.1 Without limiting the generality of B19.2, 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.

B19.3 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B18.

B19.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B19.4.1 The Contract Documents, as defined in C1.1(p), 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.

B19.5 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.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Supply of Goods* (Revision 2020-01-31) 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 Tender 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 Provision of Fuel Delivery to the Brady Road Resource Management Facility and Equipment for the period from Date of Award until December 31, 2022, with the option of one (1) mutually agreed upon one (1) year extension.

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 January 1st 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 Bidders are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

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

- (a) Supply and Delivery of Diesel Fuel to the Brady Road Resource Management Facility, 1777 Brady Road, Winnipeg, Manitoba
- (b) Refueling of equipment on site
- (c) The City reserves the right to add or delete locations or alter the major equipment components as required by changes in its operations during the term of the contract.

D2.3 Including but not limited to the following locations at the Brady Road Resource Management Facility

- (a) Landfill
- (b) Compost #1
- (c) Compost #2
- (d) 4R Depot/Recycling

D2.4 Including but not limited to the following pieces of equipment

- (a) Four (4) Tandem Axle Vehicles
- (b) Two (2) Wheeled Loaders
- (c) One (1) Tractor Crawler
- (d) Two (2) Landfill Compactors
- (e) One (1) Compost Turner
- (f) One (1) Trommel Screener
- (g) One (1) 450 L Mobile Fuel Tank/Trailer
- (h) Two (2) Skid Steer
- (i) One (1) Rock Truck
- (j) One (1) Excavator

(k) One (1) Heating Tank

D2.5 The Work shall be done on an "as required" and "as scheduled" basis during the term of the Contract.

D2.5.1 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.

D2.5.2 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.3 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, 2022.

D2.3.1 In the event that Council does not approve the annual budget for any year during this Contract, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon one hundred and twenty (120) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made against the City for damages of any kind resulting from the termination, including, but not limited to, on the ground of loss of anticipated profit on Work.

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. COOPERATIVE PURCHASE

D3.1 The Contractor is advised that this is a cooperative purchase.

D3.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.

D3.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.

D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.

D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:

- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
- (b) a participant may specify a duration of contract shorter than the duration of this Contract;
- (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
- (d) any additional delivery charge identified and accepted in accordance with clause D3.4 and D3.5 will apply.

D3.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.

D3.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D4. DEFINITIONS

D4.1 When used in this Tender:

- (a) “**User**” means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (b) “**CAN/CGSB** ” designates a standard published by the Canadian General Standards Board.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Marty Bender
Winnipeg Fleet Management Agency
Telephone No.: 204- 391-5376
Email Address: mbender@winnipeg.ca

D6. NOTICES

D6.1 Except as provided for in C20.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.

D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D6.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D5.

D6.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155.

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 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.

D8. INSURANCE

D8.1 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, contractual liability, sudden and

accidental pollution liability, non-owned automobile liability, operations to include loading and unloading and products and completed operations cover, to remain in place at all times during the performance of the Work;

- (b) Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The limit of liability shall not be less than \$5,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) Contractors pollution liability insurance in the amount of at least five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) aggregate insuring against claims for injuries to persons or damages to property including clean-up costs and transported cargo as a result pollution conditions arising suddenly or gradually which may arise from or in connection with the performance of work performed by the Contractor, its agents, representatives, employees or subcontractors. Such policy to name the City as an additional insured and remain in place for a minimum of twelve (12) months following Total Performance.

D8.2 Deductibles shall be borne by the Contractor.

D8.3 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 Documents, as applicable.

D8.4 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.

D8.5 All policies shall be taken out with insurers licensed in the Province of Manitoba.

D8.6 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

D9. SAFETY DATA SHEETS

D9.1 The Contractor shall provide the Contract Administrator with one (1) copy of Safety Data Sheets (SDS's) for each product to be supplied under the Contract at least two (2) Business Days prior to the commencement of Work but in no event later than the date specified in C4 for the return of the executed Contract.

D9.2 Throughout the term of the Contract, the Contractor shall provide the Contract Administrator with revisions or updates of the SDS'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 D7;
 - (ii) evidence of the workers compensation coverage specified in C6.17;
 - (iii) evidence of the insurance specified in D8;
 - (iv) the Safety Data Sheets specified in D9; and
 - (v) the direct deposit application form specified in D22.

- (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 Brady Road Resource Management Facility.

D11.1.1 Goods shall be delivered within one (1) Business Days of the placing of an order.

D11.2 Goods shall be delivered daily, and shall meet the delivery window times listed below.

- (a) Monday to Friday between 8:00 p.m. and 12:00 a.m.
- (b) Saturday – Sunday between 6:00 p.m. and 10:00 p.m.
- (c) Closed New Years Day, Remembrance Day and Christmas Day.

Delivery Locations

D11.3 Appendix A is a separate document that lists the intended delivery locations, it is provided for the convenience of the Bidder only. The City reserves the right to add or delete locations, alter tank type or size at locations, or alter the type of quantity of product supplied to 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 D11.1.1 Delivery the Contractor shall pay the City two hundred dollars (\$200.00) 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. COVID-19 SCHEDULE DELAYS

D13.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.

D13.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.

D13.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.

D13.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D13.3. Failure to provide this notice will result in no additional time delays being considered by the City.

- D13.5 The Work schedule, including the durations identified in D11 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D13.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

D14. SAFETY

- D14.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.
- D14.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.
- D14.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
 - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
 - (c) adequate sanitation measures are taken and facilities provided with respect to the Work;
 - (d) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
 - (e) fire hazards in or about the Work are eliminated;
 - (f) it is mandatory that all proper safety personal protective equipment is worn by all persons employed on the Work and at all times during the performance of the Work including but not limited to:
 - (i) eye/face protection;
 - (ii) hearing protection, when necessary;
 - (iii) safety foot wear;
 - (iv) safety reflective vest.

D15. EMPLOYEE BEHAVIOUR AND SUPERVISION

- D15.1 The Contractor shall provide adequate supervision of its employees and shall ensure that all such employees conduct themselves in a manner appropriate to people and shall with out limitation ensure that employees:
- (a) behave in a courteous and polite manner (no profanity or excess noise) to City staff and other personnel;
 - (b) do not smoke within a City facility;
 - (c) obey all posted safety rules;
 - (d) use their own two-way (2) radio(s) or telephones or cellular telephones necessary for on-site communication;
 - (e) when in the gated facility area, that the entry gate is kept secure from unnecessary entry by unauthorized persons;
 - (f) when leaving the gated facility area, that the exiting driveway gate being used is securely closed to avoid unnecessary entry from unauthorized persons
- D15.2 The Contractor and his employees are prohibited from entering the premises of any location other than to perform the Work of this contract unless accompanied by plant staff.
- D15.3 The Contractor or his personnel will not be allowed to operate equipment other that described in this contract.

D15.4 No one other than the Contractor and his driver or helper shall be allowed on the City of Winnipeg owned property.

D16. DRESS CODE AND IDENTIFICATION

D16.1 The Contractor's employees shall wear a uniform and clothing with the Contractors name shown as well as:

- (a) shirt, T-shirt, sweater or hoodie;
- (b) jacket, windbreaker and parka;
- (c) employee's identification in a laminated card visible at all times on City property.

D17. ORDERS

D17.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed

D18. RECORDS

D18.1 The Contractor shall keep detailed records of the goods supplied under the Contract.

D18.2 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 dates(s); and
- (d) description and quantity of goods supplied.

D18.3 The Contractor shall provide a fuel management reporting platform for the City to access/download reports to monitor daily, weekly, monthly and yearly of all fuel delivered by fuel types and equipment.

MEASUREMENT AND PAYMENT

D19. MEASUREMENT

D19.1 Fuel shall be measured for payment based on volume corrected to fifteen degrees Celsius (15°C).

D19.2 Fuel may be measured by mass or weight converted to volume, or by metered volume.

D20. PRICE ADJUSTMENTS

Fuel Prices

D20.1 The fuel price component for each Total Unit Price shall be adjusted during the term of the Contract in accordance with the applicable price adjustment mechanism (see B11).

D20.2 The Contractor shall notify the Contract Administrator in writing, of any fuel price adjustment at least one (1) Business Day prior to:

- (a) the commencement of the Contract; and
- (b) the effective date of each subsequent price adjustment.

D20.3 The Contractor shall, upon request, supply evidence, satisfactory to the Contract Administrator, of the price indices upon which adjustments are based.

Taxes

D20.4 The tax components of each Total Unit Price shall be increased or decreased during the Contract in accordance with applicable increases or decreases in Federal Excise Tax, Manitoba Excise Tax and Carbon Tax.

D21. INVOICES

D21.1 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

Send Invoices to CityWpgAP-INVOICES@winnipeg.ca

Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca

D21.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of goods delivered;
- (e) the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts; and
- (f) the Contractor's GST registration number.

D21.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D22. PAYMENT

D22.1 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf

D23. PAYMENT SCHEDULE

D23.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D24. WARRANTY

D24.1 Warranty is as stated in C11.

THIRD PARTY AGREEMENTS

D25. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D25.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.

D25.2 Further to D25.1, in the event that the obligations in D25 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be

determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.

D25.3 For the purposes of D25:

- (a) **“Government of Canada”** includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) **“Government of Manitoba”** includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D25.4 Modified Insurance Requirements

D25.4.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.

D25.4.2 If applicable the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.

D25.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.

D25.4.4 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.

D25.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D25.5 Indemnification By Contractor

D25.5.1 In addition to the indemnity obligations outlined in C15 of the General Conditions for Goods, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

D25.6 Records Retention and Audits

D25.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D25.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Goods, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total

Performance, all records, documents, and contracts referred to in D25.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D25.7 Other Obligations

- D25.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D25.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D25.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D25.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D25.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D25.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Specification No.</u>	<u>Specification Title</u>
Appendix A	Delivery Locations

E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.

E2. GOODS

E2.1 The Contractor shall supply Diesel Fuel to the Brady Road Resource Management Facility and Equipment, 1777 Brady Road, in accordance with the requirements hereinafter specified.

E2.2 Item No. 1 – Diesel fuel, Type B- ULS shall be diesel fuel meeting the requirements of National Standard of Canada CAN/CGSB 3.517-2020 – Automotive Ultra Low- Sulphur Diesel Fuel, and all Amendments thereto. Further to Paragraph 8.1 of said Standard, the fuel shall be Type – B ULS and Low-temperature Flow Properties shall be in accordance with paragraph 6.1.1 of said Standard. Diesel fuel, Type B – ULS containing biodiesel must meet the requirements of National Standard of Canada CAN/CGSB 3.520 “Automotive Diesel Fuel containing Low Levels of Biodiesel (B1-B5)” Type B

(a) Approximate daily quantity of 250 L

E2.3 Item No. 2 – Diesel fuel, Type B-ULS, Marked shall be diesel fuel meeting the requirements of National Standard of Canada CAN/CGSB 3.517-2020 – Automotive Ultra Low-Sulphur Diesel Fuel, and all Amendments thereto. Further to paragraph 8.1 of said Standard, the fuel shall be Type B-ULS, and Low-Temperature Flow Properties shall be in accordance with paragraph 6.1.1 of said Standard. The fuel shall be marked or coloured in accordance with subsection 3(1) of the Motive Fuel Tax Act (Manitoba). Diesel fuel, Type B – ULS. If the fuel contains over 1.0% by volume biodiesel. it must meet the requirements of National Standard of Canada CAN/CGSB 3.520 “Automotive Diesel Fuel containing Low Levels of Biodiesel (B1 – B5)” Type B.

(a) Approximate daily quantity of 1350 L

E3. TESTING

E3.1 Further to C9, the City may test samples of the fuel supplied for conformance to the Specifications.

E3.2 Further to C9, the fuel which fails to meet the requirements of the Specification shall be replaced at no cost to the City. If fuel which fails to meet the requirements of the Specification is delivered into storage tanks, the Contractor shall, upon instruction by the Contract Administrator, removed and replace the entire contents of the affected tanks at no cost to the City.

E4. REGULATIONS

E4.1 The Contractor shall comply with all Federal, Provincial and Municipal regulations pertaining to diesel fuel that may change throughout the term of the Contract.

E5. ENVIRONMENTAL CLEAN-UP

- E5.1 The Contractor is responsible for the immediate clean up of **any** spillage or leakage which occurs during the transporting of materials. In the event the City is forced to cleanup such spillage or leakage, all costs in this regard will be charged to the contractor and deducted from payment.
- E5.2 Fuel Trucks shall be equipped with the proper equipment to clean up an accidental spill onsite with equipment inclusive of but not limited to shovel(s), sand, and broom(s) and additional equipment as required.

E6. LOCATIONS

- E6.1 Including but not limited to the following locations at the Brady Road Resource Management Facility
- (a) Landfill
 - (b) Compost #1
 - (c) Compost #2
 - (d) 4R Depot/Recycling

E7. EQUIPMENT

- E7.1 Including but not limited to the following pieces of equipment
- (a) Four (4) Tandem Axle Vehicles
 - (b) Three (2) Wheeled Loaders
 - (c) One (1) Tractor Crawler
 - (d) Two (2) Landfill Compactors
 - (e) One (1) Compost Turner
 - (f) One (1) Trommel Screener
 - (g) One (1) 450 L Mobile Fuel Tank/Trailer
 - (h) Two (2) Skid Steer
 - (i) One (1) Rock Truck
 - (j) One (1) Excavator
 - (k) One (1) Heating Tank

E8. FUEL TRUCKS

- E8.1 Fuel Trucks shall be operated and maintained in accordance with the applicable regulations and legislation.
- E8.2 Fuel Trucks shall have the ability to electronically track fuel dispensed per equipment
- E8.3 Fuel Trucks shall be clean and kept in a neat appearance.
- E8.4 Fuel Trucks shall be clearly marked on both sides of the vehicle with the company name, address and vehicle identifying number. This shall be clearly legible at all times.
- E8.5 Fuel Trucks shall be equipment with two-way (2) radios and or means to receive electronic / digital messaging for communication between the City and Contractor.

E9. FUEL CONSUMPTION REPORTING

- E9.1 The Contractor shall provide access to an online portal that would allow the City of Winnipeg to access electronic fuel consumption reports. This online access is to be granted 24 hours a day and for the duration of the agreement.

- E9.2 Reporting features shall be viewable online, which shall also include the option for the consumption data downloaded in a format such as Excel spreadsheet, .CSV file or flat file.
- E9.3 Reporting metrics shall include basic information such as **fuel type**, individual city owned equipment **Unit number, date & time**, individual fuel volumes dispensed, **and current equipment odometer or hour meter** of the individual city owned being fueled. Bidders are advised that additional consumption report metric details may be determined after award of agreement.