



**THE CITY OF WINNIPEG**

# **TENDER**

**TENDER NO. 944-2023**

**MAINTENANCE OF PETROLEUM HANDLING SYSTEMS FOR THE WINNIPEG  
FLEET MANAGEMENT AGENCY (WFMA)**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 MAINTENANCE OF PETROLEUM HANDLING SYSTEMS FOR THE WINNIPEG FLEET MANAGEMENT AGENCY (WFMA)

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, December 21, 2023.

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 C3.1, the Bidder may make an appointment to view the Site by contacting the Contract Administrator.

B3.2 The Bidder is advised that a Fuel Site Binder containing current and past fuel site reference material for much of the petroleum handling equipment will be available at the Site for viewing by the Bidder

B3.3 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.

B3.4 The Bidder is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Bid or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

B3.5 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 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](mailto: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](http://www.merx.com).
- B6.4 The Bidder is responsible for ensuring that they have 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 Plant, Materials and methods 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 Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance;
  - (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 proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in their 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 they wish 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 their 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 B17.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B8. BID SUBMISSION**

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid/Proposal;
  - (b) Form B: Prices;
- 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](http://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 B17.1(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 their own name, their 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 their 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 their 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 their duly authorized officer or officers;
- (d) if the Bidder is carrying on business under a name other than their 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 Notwithstanding C12.2.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

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.

- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B10.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.
- B10.6 Bidders are advised that the calculation indicated in B17.4 will prevail over the Total Bid Price entered in MERX.

**B11. DISCLOSURE**

- B11.1 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.
- B11.2 The Persons are:
- (a) N/A.

**B12. CONFLICT OF INTEREST AND GOOD FAITH**

- B12.1 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.
- B12.2 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 their 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.
- B12.3 In connection with their Bid, each entity identified in B12.2 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.

- B12.4 Without limiting B12.3, the City may, in their 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 their 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 their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B12.5 Without limiting B12.3, 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 their sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of their 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 their 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 B12.4 to avoid or mitigate a Conflict of Interest; and
  - (d) disqualify a Bidder if the Bidder, or one of their 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.
- B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

### **B13. QUALIFICATION**

- B13.1 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.
- B13.2 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>
- B13.3 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;
  - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
  - (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.5 and D6).

- (e) be a Licensed Petroleum Technician (LPT) and have a valid Technician's License issued by Manitoba Conservation for Construction/Alteration of Petroleum Storage and Handling Systems and must be available on site; and
  - (f) possess CSA Standard B139, Installation Code for Oil Burning Equipment;
- B13.4 Further to B13.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
    - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
    - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
  - (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).
- B13.5 Further to B13.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B13.6 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.
- B13.7 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.
- B14. OPENING OF BIDS AND RELEASE OF INFORMATION**
- B14.1 Bids will not be opened publicly.
- B14.2 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](http://www.merx.com).
- B14.3 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](http://www.merx.com).
- B14.4 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).
- B14.4.1 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.

**B15. IRREVOCABLE BID**

- B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B15.2 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.

**B16. WITHDRAWAL OF BIDS**

- B16.1 A Bidder may withdraw their Bid without penalty at any time prior to the Submission Deadline.

**B17. EVALUATION OF BIDS**

- B17.1 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 B13(pass/fail);
  - (c) Total Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B7;
- B17.2 Further to B17.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B17.3 Further to B17.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that they are qualified.
- B17.4 Further to B17.1(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.
- B17.4.1 Further to B17.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B17.4.2 Bidders are advised that the calculation indicated in B17.4 will prevail over the Total Bid Price entered in MERX.
- B17.5 This Contract will be awarded as a whole.

**B18. AWARD OF CONTRACT**

- B18.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B18.2 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.
- B18.2.1 Without limiting the generality of B18.2, 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 their 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.

- B18.3 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 B17.
- B18.4 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.
- B18.4.1 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.
- B18.5 Following the award of contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “C” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the regular maintenance of diesel and gasoline storage and dispensing systems for seven (7) Winnipeg Fleet Management Agency Fueling Sites for the period from January 1, 2024 until December 31, 2024, with the option of three (3) mutually agreed upon (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on December 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) In addition to the regular maintenance of the fuel sites the Contractor will be responsible for Annual Inspection and Performance testing as required by the CCME Code of Practice, Section 8.4.1(4) all that apply

D2.3 Including but not limited to the following locations:

- (a) 1220 Pacific Avenue
- (b) 2546 McPhillips Street
- (c) 552 Plinguet Street
- (d) 598 Plinguet Street
- (e) 1539 Waverley Street
- (f) 735 Assiniboine Park Drive
- (g) 3 Grey Street

D2.4 The Work shall be done on an "as required" basis during the term of the Contract.

D2.4.1 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.

D2.4.2 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.

#### 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 their total requirement for an item are to be supplied under its contract; and
  - (d) any additional delivery charge identified and accepted in accordance with D3.4 and D3.5 will apply.
- D3.7 Each participant will be responsible for the administration of their contract and the fulfilment of their obligations under their 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) **"Supply Chain Disruption"** means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;

#### **D5. CONTRACT ADMINISTRATOR**

- D5.1 The Contract Administrator is:  
Richard Schwarz, C.E.T.  
Winnipeg Fleet Management Agency  
Telephone No. 204 391-5418  
Email Address. [rschwarz@winnipeg.ca](mailto:rschwarz@winnipeg.ca)
- D5.2 General and technical enquiries shall be directed to:  
Alanna Van Buren  
Senior Clerk – Fuel and Rentals  
Winnipeg Fleet Management Agency  
Telephone No. 204-986-8370  
Email Address: [ivanburen@winnipeg.ca](mailto:ivanburen@winnipeg.ca)

D5.3 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

## **D6. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS**

D6.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D6.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D6.1.2 The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;
- (c) reasonably accommodating assistive devices, support persons, and support animals;
- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

## **D7. UNFAIR LABOUR PRACTICES**

D7.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.

D7.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.

D7.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).

D7.4 Failure to provide the evidence required under D7.3, may be determined to be an event of default in accordance with C18.

D7.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.

D7.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above

requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.

D7.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D7.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.

D7.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

## **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. SAFE WORK PLAN**

D9.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D9.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

D9.3 Notwithstanding B13.4 at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

### **D10. INSURANCE**

D10.1 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, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if applicable, 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 Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (c) contractor's pollution liability (CPL) insurance in the amount of at least one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate insuring against claims for injuries to persons or damages to property which may arise from or in

connection with the performance of the work performed by the Contractor. Coverage to include: The City of Winnipeg as an additional insured, clean-up costs, transported cargo, coverage for losses from sudden and gradual pollution conditions including the further disruption of pre-existing conditions from the services rendered by the Contractor.

- D10.2 Deductibles shall be borne by the Contractor.
- D10.3 All policies shall be taken out with insurers licensed in the Province of Manitoba.
- D10.4 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.
- D10.5 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.
- D10.6 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.

## **SCHEDULE OF WORK**

### **D11. COMMENCEMENT**

- D11.1 The Contractor shall not commence any Work until they are in receipt of a notice of award from the City authorizing the commencement of the Work.
- D11.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D8;
    - (ii) evidence of the workers compensation coverage specified in C6.14;
    - (iii) evidence of the insurance specified in D10;
    - (iv) the direct deposit application form specified in D21; and
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

### **D12. LIQUIDATED DAMAGES**

- D12.1 If the Contractor fails to achieve Work of the Contract in accordance with the Contract, the Contractor shall pay the City two hundred dollars (\$200.00) per Working Day for each and every Working Day following the day fixed herein until the Work is complete
- 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 Work of the Contract 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. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS**

- D13.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the delivery requirements and schedule identified in the Contract in close consultation with the Contract Administrator.

- D13.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, 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 a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D13.4 For any delay related to Supply Chain Disruption 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, will be adjusted to reflect delays accepted by the Contract Administrator.
- D13.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

## **CONTROL OF WORK**

### **D14. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) - QUALIFICATIONS**

- D14.1 Further to B13.3, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.3.

### **D15. SAFETY**

- D15.1 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.
- D15.2 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.
- D15.3 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 their performance;
  - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
  - (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
  - (e) 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;
  - (f) fire hazards in or about the Work are eliminated;

### **D16. SITE CLEANING**

- D16.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other contractors.
- D16.1.1 As the Work progresses, the Contractor shall remove any Plant and Material not required for the performance of the remaining Work. He shall also remove waste and debris other

than that caused by the City or other contractors, and leave the Site and the Work clean and suitable for occupancy by the City unless otherwise specified.

- D16.1.2 Work shall not be considered to have been achieved until the Contractor has cleaned up the Site and has removed all Plant, surplus Material, waste and debris, other than that left by the City or other contractors.

## **D17. INSPECTION**

- D17.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable them to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.

- D17.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

## **D18. ORDERS**

- D18.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

## **D19. RECORDS**

- D19.1 The Contractor shall keep detailed records of the services supplied under the Contract.

- D19.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

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

- D19.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

## **MEASUREMENT AND PAYMENT**

### **D20. INVOICES**

- D20.1 Further to C12, the Contractor shall submit an invoice for each portion of work performed 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](mailto:CityWpgAP-INVOICES@winnipeg.ca)

Send Invoice Inquiries to [CityWpgAP-INQUIRIES@winnipeg.ca](mailto:CityWpgAP-INQUIRIES@winnipeg.ca)

- D20.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;

- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D20.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

#### **D21. PAYMENT**

D21.1 Further to C12, the City shall make payments to 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](https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf).

#### **D22. PAYMENT SCHEDULE**

D22.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

#### **WARRANTY**

##### **D23. WARRANTY**

D23.1 Warranty is as stated in C13.

D23.2 Any equipment installed under the Contract as extra work or unscheduled repair shall be warranted for a minimum one (1) year period from the date of installation.

#### **DISPUTE RESOLUTION**

##### **D24. DISPUTE RESOLUTION**

D24.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D24.

D24.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D24.3 The entire text of C21.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.

D24.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):

- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.

- (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
- (i) The Contract Administrator;
  - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
  - (iii) Department Head.
- D24.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D24.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D24.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D24.4.1 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D24.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

### 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 their 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 C17 of the General Conditions for Services, 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.
- D25.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
  - (b) any damage to or loss or destruction of property of any person; or
  - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long-term obligation;
- in relation to this Contract or the Work.
- 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 Services, 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>Appendix No.</u> | <u>Appendix Name/ Title</u> |
|---------------------|-----------------------------|
| A                   | WFMA Fueling Station Maps   |

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. SERVICES

E2.1 The Work to be done under the Contract shall consist of maintenance, inspection and checks of the diesel fuel and gasoline storage and dispensing systems located at the Winnipeg Fleet Management Agency various Fuelling Sites as listed D2.3 Scope of Work.

E2.2 Work required in respect of recently installed equipment is described to some degree in the maintenance manuals which will be provided to the successful Contractor by the Contract Administrator and/or Users.

E2.2.1 Information on existing older dispensing nozzle and hose systems at 3 Grey Street and older diesel fuel filters are not included in the maintenance manuals.

E2.3 The Contractor shall complete the inspection and testing at each site at the designated intervals and send the completed information on Work performed signed and dated to the Contract Administrator and/or Users within ten (10) Business days after completion of Work.

E2.4 All inspection reports shall be submitted to the Contract Administrator and/or Users for review and approval prior to payment. Each report shall have a section for identifying the items for further maintenance or repair. Should the Contract Administrator and/or Users find the inspection not to be to prescribed standard(s), the Contractor, at their own expense, shall correct all discrepancies within forty-eight (48) hours.

E2.5 Refer to Appendix A for locations and schematics of the systems to be maintained.

E2.6 The major equipment components to be maintained include the following:

- (a) Ten (10) underground diesel fuel storage tanks;
- (b) Ten (10) underground gasoline storage tanks;
- (c) Twenty-Four (24) diesel fuel dispensing pumps;
- (d) Twenty-Two (22) gasoline dispensing pumps;
- (e) Twenty-Four (24) diesel fuel flow meters;
- (f) Twenty-Four (24) diesel fuel filters;
- (g) Twenty-Two (22) gasoline flow meters;
- (h) Fuel piping systems, including shut off valves, check valves, motorized valves, pressure relief valves, fusible link valves, flexible connectors, strainers, fittings, etc.;
- (i) Air piping with filter-regulators, shut off valves and solenoid valves;
- (j) Forty-Six (46) fuel dispensing nozzles with hoses, piping, valves and fittings;
- (k) Electrical power supplies and controls associated with the fuel handling systems;

- (l) Veeder-Root TLS-350 UTS Monitoring System;
  - (m) Simcon Terminals; and
  - (n) Adjustment of equipment as required.
- E2.7 The Contractor shall prepare maintenance activity check off sheets for use during the course of the Contract.
- E2.7.1 The sheet shall indicate all maintenance activities required under the Contract and indicate the frequency of each.
- E2.7.2 The sheet shall have space for inserting the date each activity is completed along with the initials of the individual completing the Work.
- E2.7.3 Check off sheets shall be submitted to the Contract Administrator and/or Users for approval prior to use.
- E2.7.4 Sheets shall be to the satisfaction of the Contract Administrator and/or Users.
- E2.7.5 Provide separate check off slots for each of the diesel and regular gasoline fuel tanks.
- E2.7.6 Provide separate check off sheet packages for each of the seven (7) Fuelling Sites as listed under Scope of Work D2.3.
- E2.8 The Contractor must be available on an on-call basis for repair of failed equipment. Response time will be within 90 minutes.
- E2.9 The Contractor shall supply and pay for all required lubricants of the type indicated in the maintenance manuals.
- E2.10 The Contractor shall supply all other maintenance materials required which shall be paid for by the City on submission of proper invoices.
- E2.11 The Contractor shall provide all the required materials (if not stocked by the City) and labour.
- E2.12 The Contractor shall perform all Work during normal workday hours.
- E2.13 Check with operating personnel during weekly site visits to determine any repair or adjustment requirements.
- E2.14 Preventative maintenance work shall include but not be limited to the activities listed on the Table A shown below:

| Item No | TABLE A  |      |       |         |      |
|---------|--|------|-------|---------|------|
|         | Equipment Description and Maintenance Involved   | Week | Month | 6 Month | Year |
| 1.      | <b>Underground Fuel Tanks – External Release Detection, Ground Water and Vapour Monitoring Wells</b>   |      |       |         |      |
|         | a) <b>Monitor Well Probe</b> – <i>Checking the integrity of wires and connections.</i>   |      | X     |         |      |
|         | b) <b>Spill Protection/Containment</b> – <i>Check containment integrity for cracks or rust especially around the interior seams and around fill pipes.</i> |      | X     |         |      |
| 2.      | <b>DISPENSER ASSEMBLY AND COMPONENTS</b>   |      |       |         |      |
|         | a) <b>Stage 2 Vapour Recovery Breakaway Valve</b> - <i>Check for leaks at connections.</i>   |      | X     |         |      |

|           |  |  |   |   |   |
|-----------|--|--|---|---|---|
|           | <b>b) Dispenser Nozzles Hoses</b> – <i>Check hoses for cracks and leaks. Check nozzles for proper operation and shut-off.</i>  |  | X |   |   |
|           | <b>c) Vacuum/Suction Pumps</b> – <i>Listen to ensure both pumps are working.</i>   |  | X |   |   |
|           | <b>d) Fuel Filter</b> – <i>Each fuel line has a filter, check filter connection and condition. Change if necessary.</i>  |  | X |   |   |
|           | <b>e) Dispenser Piping Sump Secondary Containment</b> – <i>Check for cracks and for excessive amount of liquid in containment. Liquid must be pumped out and safely disposed of.</i> |  | X |   |   |
|           | <b>f) Check to ensure protection barriers are securely mounted at delivery refueling ports.</b>  |  | X |   |   |
| <b>3.</b> | <b>FILL AREA ASSEMBLY</b>  |  |   |   |   |
|           | <b>a) Overfill Devices</b> – <i>Check to ensure not disabled.</i>  |  | X |   |   |
|           | <b>b) Fill Containment or Spill Bucket</b> – <i>Check for liquid accumulation and interior seam integrity. Remove liquid and safely dispose.</i>                                     |  | X |   |   |
| <b>4.</b> | <b>PUMP AND TANK SUMP INSPECTION</b>   |  |   |   |   |
|           | <b>a) Removal of Sump Pump Access covers to access the Sump Pump.</b>  |  |   | X |   |
|           | <b>b) Check sump containment for cracks or holes.</b>  |  |   | X |   |
|           | <b>c) Remove liquid from sumps</b> – <i>Document and log all liquid removed. Environmental Disposal of all liquid.</i>   |  |   | X |   |
|           | <b>d) Open and inspect 5-gallon tank fill collection box</b> - <i>Remove and dispose of any accumulated liquid.</i>  |  |   | X |   |
|           | <b>e) Fuel Sump Pump Assembly</b> – <i>Check all connections for sweating or leaks.</i>  |  |   | X |   |
|           | <b>f) Flex Connectors; Flex-pipe, Semi-rigid and Rigid Pipe</b> – <i>check connections for cracks, leaks, materials degradation, ballooning, etc.</i>                                |  |   | X |   |
| <b>5.</b> | <b>PUMP CALIBRATIONS AND INSPECTIONS</b>   |  |   | X |   |
| <b>6.</b> | <b>EMERGENCY SHUT DOWN SYSTEM</b> – <i>Check to ensure system and audible warning signal are working.</i>  |  |   | X |   |
| <b>7.</b> | <b>VEEDER-ROOT TLS – 350 UST Monitoring System</b> - <i>Check for proper operation.</i>  |  |   |   | X |
| <b>8.</b> | <b>Simcom Terminals</b> – <i>Check for proper operation.</i>   |  |   |   | X |

|            |  |  |  |  |   |
|------------|--|--|--|--|---|
| <b>9.</b>  | <b>INSPECTION AND MAINTENANCE OF STORAGE TANK SYSTEMS</b><br><b>CCME Code of Practice for Storage Tank Systems Containing Petroleum and Allied Products: Part 8 Operation and Maintenance</b><br><b>Section 8.4: Inspections and Maintenance of Storage Tank Systems</b> |  |  |  | X |
| <b>10.</b> | <b>Spill Protection Containment – Hydro Test for Integrity</b>   |  |  |  | X |
| <b>11.</b> | <b>Weights and Measures Certification at time of expiration</b>  |  |  |  | X |

E2.15 The Contractor shall make minor repairs and/or replace minor parts as required, at the time of inspection.

E2.16 Completed check off sheets for all Fuel Sites shall be submitted to the Fuel and Rentals Administrator.

**E3. EXTRA WORK**

E3.1 Extra Work and Emergency related work, outside of the regular inspection and maintenance activities shall be paid by the City as extra work.

E3.2 Where repairs costs are in excess of five hundred (\$500.00) dollars, the Contractor shall contact the Contract Administrator and/or Users for approval before proceeding.

E3.2.1 The City reserves the right to obtain quotations from other Contractors for Extra Work

E3.3 The Contractor shall provide a detailed quotation for the required Extra Work including but not limited to pictures, itemized part numbers, equipment identification numbers, parts cost, specific labour hours, labour cost per hour and all sur-charges for approval prior to commencing the Work.

- (a) Where possible, the Contractor shall perform the approved Extra Work while onsite during the inspections, as to avoid unnecessary travel & mileage costs.
- (b) If travel is required the quote shall contain the number of trips, number of kilometers, and cost per kilometer for vehicles and technician(s).
- (c) The Contractor shall provide all required materials (if not stocked by the City) and labour.
- (d) Parts and labour shall be warranted for a minimum of one (1) year from the date of installation.

E3.4 Upon Contract Administrator’s and/or Users approval, the Contractor shall carry out repair of equipment and system breakdowns.

E3.5 A detailed invoice shall be provided including but not limited to City Contact name, unit name, and # repaired, cost of repair, hours worked, cost per hour, service provided, material used, parts used, Work detail and reason for repair.

- (a) The invoice shall contain part numbers of parts used.
- (b) The invoice shall contain serial or identifying numbers for equipment that is being repaired.
- (c) The invoice shall be accompanied by copies of all surcharges, including but not limited to freight, equipment/vehicle rentals, lab work, sub-contractors, suppliers etc.

E3.6 The Contract Administrator and/or Users may request to view all worn, damaged, and replaced parts.

E3.7 Labour rates and mark-ups will be per the unit costs quoted on Form B: Prices.

- E3.8 Repairs and maintenance work must be carried out in an expedient manner.
- E3.9 Hourly rate for labour shall be from Monday to Friday from 08:00 to 17:00.
- E3.10 Hourly rate for overtime shall be Monday to Friday from 17:00 to 8:00.
- E3.11 Hourly rate for overtime shall be on weekend days and statutory holidays.
- E3.12 Item No. 12 to 24 shall be used for Extra Work and Emergency related Work, outside of the regular inspection and maintenance activities. Quantities are approximate values and are based on historical information available.
- E3.13 Item No.12 to 14 - Labour Rates per hour of a Licensed Petroleum Technician, once onsite. See E3.9, E3.10 and E3.11 for day and time ranges.
- E3.14 Item No. 15 to 17 – Charge per call out of all costs incurred by the Contractor including but not limited to Travel/Mileage Charge Rate for Vehicle and Travel/Mileage Charge Rate for Technician, to arrive onsite. Labour Rates, once onsite will be calculated as per E3.12.
- E3.15 Item No. 18 – To include both Contractor and Sub-contractor Mark-Up rates as a percentage (%).
- E3.16 Item 19 to 20 – Travel / Mileage Charge Rate per kilometre rate (\$/km) for vehicle and technician.
- E3.17 Item 21 – Shop Supply Fee – any lubricants, aerosol cleaners, abrasives, cleaning pads, fluids and other day-to-day supplies required to perform extra work.
- E3.18 Item 22 – Environmental Disposal Fee – cost to dispose or recycle materials as a cost per litre.
- E3.19 Invoicing shall be billed on a quarterly time basis after the first hour of work.
- (a) Example #1:
- (i) Time to complete the Work = 1.25 hours
  - (ii) Hourly rate = \$100 per hour
  - (iii) Invoice = 1.25 hours x \$100 per hour = \$125.00
- (b) Example #2
- (i) Time to complete the Work = 2.75 hours
  - (ii) Hourly rate = \$100.00 per hour
  - (iii) Invoice = 2.75 hours x \$100.00 per hour = \$275.00

#### **E4. EMERGENCY SERVICE / WORK**

- E4.1 The Contractor must be available on an on-call basis for repair of failed equipment.
- E4.2 The Contractor may be required to perform service in an emergency situation as follows:
- (a) Monday thru Friday 24/7 all locations; and
  - (b) Saturday/Sunday/Holidays 24/7 all locations.
- E4.3 The Contractor shall respond to emergency calls by:
- (a) Attending the site within ninety (90) minutes of call being made by during regular business hours. Before or after regular business hours, in the event where a voicemail is left, the call shall be returned within thirty (30) minutes and the Contractor shall attend the site within one (1) hour of responding to the call;
  - (b) The Contractor shall provide a detailed work order for the emergency call; and
  - (c) Emergency calls require all necessary repairs completed at the time of the service call unless otherwise approved by the Contract Administrator and/or Users.

E4.4 Labour rates and mark-ups will be as per the unit costs quoted in Form B: Prices.

## **E5. EXISTING SERVICES**

E5.1 Notify the Contract Administrator and/or Users of intended interruption of services and obtain required permission.

E5.2 Where works involves breaking into or connecting to existing services, give Contract Administrator and/or Users 48 hours' notice for necessary interruption of mechanical or electrical service throughout course of work.

E5.2.1 Minimize duration of interruptions.

E5.2.2 Carry out work at times as directed by the Contract Administrator and/or Users with minimum disturbance to operations.

E5.2.3 Adhere to approved schedule and provide notice to affected parties.

E5.3 Provide temporary services when directed by the Contract Administrator and/or Users to maintain critical building and tenant systems.

E5.4 Provide barricades in work areas, as required, to ensure safety of building occupants during work activities under this Contract.

E5.5 Accept liability for damage to the City's property occurring as a result of activities under this Contract.

## **E6. CONTRACT METHOD**

E6.1 Carry out maintenance work under this contract as required.

E6.2 Supply of indicated materials for maintenance and materials and labour for extra work activities such as unplanned repairs will be paid by the City based on approved quotations based on quoted labour rates and mark-up rates.

## **E7. WORK BY OTHERS**

E7.1 Snow clearing at fuelling sites and at tank locations.

E7.2 Ordering, fuel supply and filling of fuel tanks.

E7.3 General housekeeping, other than clean-up of areas required due to maintenance work carried out under this Contract.

## **E8. WORK SEQUENCE**

E8.1 Coordinate maintenance schedule and coordinate with Contract Administrator and/or Users occupancy during maintenance work.

E8.2 Maintenance tasks shall be carried out at time intervals recommended by equipment manufacturer and as further indicated in the maintenance manual and the maintenance activity table attached to this section.

E8.3 Maintain fire access/control.

## **E9. CONTRACTOR USE OF PREMISES**

E9.1 Contractor shall limit his use of premises to allow for City occupancy and the City's normal operation activities.

E9.2 Coordinate use of the premises with the Contract Administrator and/or Users.

E9.3 Obtain and pay for use of additional storage or work areas if needed for operations under this Contract.

**E10. CITY OCCUPANCY**

E10.1 City will occupy premises during entire period of the maintenance Contract for execution of normal operations.

E10.2 Cooperate with City in scheduling operations to minimize conflict and to facilitate City usage.

E10.3 Any maintenance work that will require shut down of fuelling systems will have to be scheduled at alternate times so as not to disrupt fuelling operations.

**E11. DOCUMENTS REQUIRED**

E11.1 Maintain at job site or the Contractor's office, one copy of each document as follows:

- (a) Complete set of as-built drawings;
- (b) Operating and Maintenance Manuals;
- (c) Activity Completion Check Off Sheets;
- (d) Health and Safety Plan and Other Safety Related Documents; and
- (e) Other documents as specified.